OFDC RFP-001-18
Asbestos Abatement and Environmental Services on a Continuing Contract Basis

DCSB PROJECT M-83700

Office of Facilities Design and Construction
DUVAL COUNTY PUBLIC SCHOOLS
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JUNE 2017

TENTATIVE SCHEDULE

RFP Release Date: June 16, 2017
MANDATORY Pre-Proposal Conference: June 27, 2017
Deadline for Written Questions: July 7, 2017
Proposals Due: July 18, 2017
Committee Evaluation: August 1, 2017
Board Approval: September, 2017
Start of Contract: October 2017
DUVAL COUNTY PUBLIC SCHOOLS  
OFDC-RFP-001-18  
ASBESTOS ABATEMENT AND ENVIRONMENTAL SERVICES ON A CONTINUING CONTRACT BASIS  

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DUVAL COUNTY PUBLIC SCHOOLS

ASBESTOS ABATEMENT AND ENVIRONMENTAL SERVICES ON A CONTINUING CONTRACT BASIS

OFDC-RFP-001-18

I. GENERAL INFORMATION:

1.0 INTRODUCTION:

A. Duval County Public Schools (hereinafter the DISTRICT or DCPS) requires specialized skills and services for Asbestos Abatement and Environmental Services on a Continuing Contract Basis to include:

1. Work Area Preparation
2. Asbestos Abatement
3. Lead based materials Abatement
4. Mold Abatement
5. Proper disposal of hazardous and regulated waste created by the abatement work.

B. The DISTRICT seeks firm(s) having experience providing the same or similar services to school DISTRICTs, municipalities and governmental entities and desires to enter into a multi-year contract with the DISTRICT for such services.

C. The Contractor shall provide all labor, supervision, materials, test equipment, tools, vehicles, permits and insurance in accordance with the requirements as outlined in the Scope of Work.

D. The selection of the Contractor will be accomplished in accordance with §287.057, Florida Statutes, pursuant to the process as outlined below.

E. The selected RESPONDENT will be required to execute a standard form contract as adopted by the DISTRICT for use with this contract for services. APPENDIX A provides additional terms and conditions that form a part of the contract. APPENDIX H provides Technical Specifications.

F. Notice of Direct Purchase - Sales Tax Exempt

The Owner is exempt from sales tax on the purchase of parts and material. The Owner has elected to exercise this right and therefore may directly purchase various material, supplies and equipment that may be a part of this Contract. Such direct purchase shall be without any additional cost to Owner. The Owner shall, via Purchase Order (PO), purchase material, and the Contractor shall assist the Owner in the preparation of the Purchase Order. The Owner will purchase the material from Vendors selected by the Contractor for the price originally negotiated by the Contractor. All documents are to be submitted with all applicable taxes included.

1.1 Purpose:

The purpose and intent of this Request for Proposals ("RFP") is to solicit sealed Proposals from qualified sources to establish a performance based contract through this RFP for Asbestos Abatement and Environmental Services on a continuing contract basis. An agreement will then be entered into for the selected Abatement Services Firm ("Contractor") to provide specified services in selected Duval County Public Schools ("DCPS") facilities.

1.2 General Information about Duval County Public Schools:

DCPS is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by DCPS school officials. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of DCPS. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal
laws and regulations, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District. Additionally, the District is held to adhering to the provisions outlined in the Jessica Lunsford Act. The Contractor(s) should be aware that potential labor challenges may exist as a result of the District's adherence to this State mandate.

DCPS is coterminous with Duval County, which covers 850 square miles. DCPS operates 168 facilities, including administrative areas, elementary schools, middle schools, high schools and specialized schools.

The administration of this contract is a function of DCPS Operations Department delegated to the Office of Facilities Design and Construction. All post award communication shall be directed to Director, Environmental Services. For more information on DCPS visit www.duvalschools.org on the internet.

1.3 DEFINITIONS:

A. DISTRICT: When used in this document, the words "DISTRICT" or "DCPS" will be intended to denote the geographic area or the organization's administrative staff, dependent upon the context in which they are used. The words "School Board," "DCSB," or "The School Board of Duval County, Florida" will be intended to denote the elected body of governing officials for the entity.

B. CONTRACTOR: Represents all references to the awardee.

C. RESPONDENT: Any individual, sole proprietorship, firm, corporation or other entity who submits an offer for materials and/or services (as the basis for award of contract) in response to a RFP. At times in context, RESPONDENT may mean the intended CONTRACTOR.

D. SUBCONTRACTOR: An entity with a contractual relationship to a CONTRACTOR who the CONTRACTOR proposes to use to perform a portion of its obligations.

E. PROGRAM MANAGER: The person designated by DCPS to provide direct interface with the Contractor with respect to DCPS responsibilities.

1.4 CONTRACT DOCUMENTS; PRIORITY OF DOCUMENTS; CONSTRUCTION OF DOCUMENTS:

A. DCPS reserves the right to accept or reject any submittal if determined to be in its best interest.

B. DCPS reserves the right to award more than one contract for these services.

C. DCPS reserves the right to award the contract to the next most-qualified firm if the successful firm does not execute the standard form of agreement, begin the contracted services within 15 days, or if an acceptable fee cannot be negotiated.

D. A contract shall be released, after award, for any work to be performed as a result of this process. The RFP, Contractor Proposal, Contractor qualification response, addenda, attachments, appendices, contract form, approved change order(s), and any subsequent performance bonds, and corresponding purchase order(s) shall constitute the contract documents between the parties.

E. In the event of a conflict or ambiguity among the contract documents, then precedence shall be given in the following order: Approved change order, the contract, addenda, RFP, performance bond/standby letter of credit, ITB, the bid, qualification response, and attachments and appendices lastly.

1.5 CONTRACT TERM:
The agreement will be for an initial term of one (1) year, and at the DISTRICT’S sole discretion it may renew for two (2) additional one (1) year periods. The total term of the agreement (including all renewals) shall not exceed three (3) years.

1.6 CONSUMER PRICE INDEX (CPI):

The Base Bid may be adjusted with each contract renewal by using the initial contract Base Bid as modified to include contract additions, deletions, or other modifications as may have been approved by the change in the C.P.I. Index (not to exceed 3%). Contractor will be responsible to submit a written request for any such adjustment on/or before 60 days prior to the contract renewal date. The CPI in effect on the date of renewal shall be used, with no retroactive adjustments if an updated CPI is received after that date. If there is a decline in the C.P.I. for any given year, compensation will not be reduced lower then the initial contract year.

“CPI” means the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, all items (1982-84=100), not seasonally adjusted, as published by the Bureau of Labor Statistics, United States Department of Labor (or the replacement index therefore published by the Bureau of Labor Statistics or its successor if the Consumer Price Index has been discontinued, or if there is no such replacement index, a reasonably comparable index selected by the District).

1.7 EQUAL OPPORTUNITY COMPLIANCE:

RESPONDENTS affirm by submitting their responses they are equal opportunity and affirmative action employers and shall comply with all applicable Federal, State and local laws and regulations.

1.8 DISTRICT’S RIGHTS AND RESERVATIONS

A. The District reserves the right to accept or reject any or all proposals.
B. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.
C. The District reserves the right, before awarding the Contract, to require respondents to submit additional evidence of qualifications or any other information the District may deem necessary.
D. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any respondents or the District.
E. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
F. The District reserves the right to further negotiate any proposal, including price, with the highest rated respondents. If an agreement cannot be reached with the highest rated respondent, the District reserves the right to negotiate and recommend award to the next highest ranked respondent or subsequent respondent(s) until an agreement is reached.

1.9 WAIVER OF DEFICIENCIES AND REJECTION OF NON-COMPLIANCE

The DISTRICT reserves the right to waive minor deficiencies or non-compliances in any submittal. The decision as to whether a deficiency or non-compliance is deemed minor and may be waived, or shall require the rejection of a submittal, shall be solely within the discretion of the DISTRICT. RESPONDENT(s) are instructed that failure to comply with, or respond to, any part of this RFP may result in the rejection of a submittal as nonresponsive.

1.10 NEGOTIATION

The DISTRICT may, prior to and after Contract/ Agreement award, negotiate changes to the scope of work, specifications or any conditions with the short listed RESPONDENT(s) without having any duty or obligation to advise any other RESPONDENT or to allow them to vary their fees as a result of such changes. The DISTRICT shall have no liability to any other RESPONDENT as a result of such negotiations or modifications.
1.11 GRATUITIES AND KICKBACKS:

Any employee or any official of the DISTRICT, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the DISTRICT, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or official of the DISTRICT, elective or appointive, in his efforts to submittal for, offer for sale, or to seek in the open market to make sales to the DISTRICT, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

2.0 EX PARTE COMMUNICATION:

Ex parte communication, whether verbal or written, by any potential respondent or representative of any potential respondents to this RFP with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents’ proposal.

Ex parte communication (whether verbal or written) by any potential respondents or representative of any potential respondents to this RFP with District Board members is also prohibited and will result in the disqualification of the respondents.

3.0 DEFAULT

In the event that the Contractor breaches the Contract, then the District reserves the right to seek any and all remedies in law and/or in equity.

4.0 LEGAL REQUIREMENTS

4.1 It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the stipulations of any federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

4.2 Contractor(s) doing business with the District are prohibited from harassing, sexually harassing, and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

4.3 Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4.4 The Contractor shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Contract, as the same exist and as they may be amended from time to time. The Contractor acknowledges and agrees that it is subject to the requirements of the Public Records Law, Chapter 119, Florida statutes, for all matters pertaining to the Contract.
4.5 Each Party agrees to continue performing its obligations under the Contract while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance.

4.6 Each Party agrees that, in its respective dealings with the other Party under or in connection with the Contract, it shall act in good faith.

4.7 Neither Party shall use the name or marks of the other without its express written permission, which may be withdrawn at any time.

4.8 Except for the provisions requiring Contractor to pay the District’s reasonable attorneys’ fees and costs for any matter arising under Section 17 of the RFP (which shall control), in the event of any other conflict arising from the Contract, each party shall pay its own attorneys’ fees and costs.

4.9 Should any provision of the Contract be determined by the Courts to be illegal or in conflict with any laws of the State of Florida or of the United States Government, the remaining provisions shall not be impaired, and such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the Contract shall remain valid and in full force and effect.

4.10 The Contractor is, and shall at all times be, an independent Contractor under the Contract and not an agent of the District. Nothing in the Contract nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Contract shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

4.11 The Contract is entered into solely between, and may be enforced only by, the District and the Contractor, and the Contract shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees or either Party, or to create any obligations of a Party to any such third parties.

4.12 Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Contract, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Contract shall not relieve the other Party from responsibility for complying with the requirements of the Contract, nor shall it be construed as a waiver of any rights under the Contract, except as and to the extent otherwise expressly provided in such approval or consent.

4.13 Any provision of the Contract which contemplates performance or observance subsequent to any termination or expiration of the Contract, including these provisions relating to the obligations of Contractor in connection with the Transition Assistance, shall survive any termination or expiration of the Contract and continue in full force and effect.

4.14 Time is of the essence in the Contract. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

5.0 FEDERAL AND STATE TAX

The District is exempt from federal and state taxes for tangible personal property. Contractor(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any Contractor be authorized to use the District’s Tax Exemption Number in securing such materials.
6.0 CONFLICT OF INTEREST

6.1 All respondents must disclose the name of any officer, director, or agent who is also an employee of the District. All respondents must disclose the name of any District employee who owns, directly or indirectly, any interest in the respondent’s business or any of its branches.

6.2 Non-Collusion Statement / Public Domain

The respondent, attests that he has not divulged, discussed, or compared this proposal with any other respondents and has not colluded with any other respondents in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

6.3 All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

7.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

7.1 The Contractor shall, in addition to any other obligation to indemnify the Duval County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any sub-Contractor or other party performing the work.

7.2 The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any sub-Contractor under workers’ compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

7.3 Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the Contractor.

7.4 The Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS ($10.00) payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

8.0 PUBLIC RECORDS LAW

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding documents received or generated in direct relationship to any contract awarded by the DISTRICT

Pursuant to Florida Statutes Chapter 119, paragraph (m), proposals received as a result of this RFP will not become public record until ten (10) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all respondents in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes.

9.0 PUBLIC ENTITY CRIMES

9.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a
Public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9.2 The respondent certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days of the award of the Contract.

10.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

10.1 This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Contractor without prior written consent of District in its sole discretion. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal. Should the Contractor desire to delete, add, or amend any sub-Contractors or engage additional companies as sub-Contractors hereunder, prior written approval by the District (in its sole discretion) shall be required.

10.2 The Contractor herein shall not assign payments under this contract or agreement without the prior written consent of the District.

11.0 AGREEMENT

A Contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, negotiated term, agreement and, if applicable, the corresponding Contract will constitute the complete agreement between Contractor and the District.

12.0 DISPUTE

A. Any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Assistant Superintendent of Operations or designee (hereinafter “Hearing Officer”) immediately, but no later than two (2) working days after final evaluations of both the RFP and ITB or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 12.0 I. infra, which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the 4th calendar day immediately following the final evaluations of both RFP and ITB or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.

B. The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

C. The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

D. All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.
E. The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

F. The Hearing Officer shall issue his/her decision within two (2) working days of the completion of the protest hearing.

G. The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

H. The DCSB does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.

I. Any protest specification objection shall be generally treated as set forth in paragraph 12.0 A. supra. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.

Notwithstanding anything to the contrary, any specification objection shall be generally treated as set forth in this paragraph, except that the operative date for the notice requirement shall be the date the specifications were obtained by the respondent.

13.0 SITE FAMILIARITY AND ADDITIONAL INFORMATION:

Respondents should become familiar with any local conditions which may, in any manner, affect the services required. The respondent(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowance will be made due to lack of knowledge of these conditions. Submission of a proposal shall constitute acknowledgement by the respondents that he or she is familiar with all site conditions. The failure to familiarize himself or herself with the sites shall in no way relieve him or her from any obligations with respect to the proposal.

14.0 DISCLAIMER:

Except as expressly set forth in this RFP, all figures presented herein (i.e. square footage, times, rates, and quantities) are for evaluative purposes only and are not deemed to be a direction to respondents, nor a representation/warranty by the District.
II. INSTRUCTIONS TO PROPOSERS

1.0 MANDATORY PRE-PROPOSAL MEETING

THE RFP DOCUMENTS WILL BE REVIEWED IN DETAIL AT A MANDATORY INFORMATION CONFERENCE HELD IN CONFERENCE ROOM 538 AT 1701 PRUDENTIAL DRIVE, JACKSONVILLE, FLORIDA ON TUESDAY, JUNE 27, 2017 AT 2:00 PM.

It is the intention of the District that the MANDATORY Pre-proposal Conference serve as a forum for clarifying issues regarding the intent, purpose and requirements of this RFP. Any questions and/or requests for additional information should be presented at the MANDATORY Pre-proposal Conference. Potential respondents shall not contact, by written or verbal communication, any District employee for information regarding this RFP other than expressly permitted by this RFP.

Potential respondents are advised to hold all comments, questions and items for clarification until the Information Conference.

All responses to the RFP must be received no later than 2:00 p.m., on the date listed in the public announcement or as modified by any DCPS issued Addenda. If a response is transmitted by US Mail or other delivery medium, the RESPONDENT shall be responsible for its timely delivery to DCPS Office of Facilities Design and Construction, 1701 Prudential Drive Rm 535, Jacksonville FL 32207-8182.

Additions, deletions or modifications to information contained in the RFP document as a result of the MANDATORY Pre-proposal Conference(s) will be presented to all potential respondents by means of a written addendum, if necessary.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. Subsequent to any MANDATORY Pre-proposal Conference, any questions or requests for clarification regarding this RFP shall be submitted to Mr. Bruce Ackerman, Director Environmental Services in writing at the address as shown on the cover letter or via e-mail at ackermanb@duvalschools.org. The deadline for such questions or requests will be 2:00 p.m. EDT on FRIDAY, JULY 7, 2017, unless otherwise extended by the District. Questions or requests for clarification received after the deadline will NOT be addressed.

Responses not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the DISTRICT.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of ninety (90) days, to provide the District ample time to award a contract for the services specified in the proposal and this RFP. Upon completion of the award process and within three (3) business days of the Duval County School Board’s completion of the award process at its duly called meeting, the successful respondent shall cause the delivery of the required insurance certificates.

No verbal or written information that is obtained other than by information in this document or by addendum to this RFP or ITB will be binding on the DISTRICT.

2.0 GENERAL SCOPE OF WORK DESCRIPTION

A. To provide specialized skills for abatement services to include:
   1) Asbestos Abatement
   2) Mold Abatement
   3) Lead-Based Paint Abatement

B. The Contractor shall provide all necessary and required labor, supervision, materials, test
equipment, tools, vehicles, permits and insurance. No rental charges shall be added to the hourly labor rates for specialized equipment necessary to complete the work.

C. Travel time and/or vehicle charges for service calls shall be the sole responsibility of the Contractor and the Contractor shall bear this cost as part of his base bid submittal quotations.

3.0 MINIMUM ELIGIBILITY REQUIREMENTS:
A. Currently be licensed as an Asbestos Abatement Contractor under F.S 469 and hold a current EPA certification for Florida to perform Lead Based Paint activities under 40 CFR 745.226.
B. Currently licensed as a Mold Remediator in accordance with Section 486, Florida Statutes.
C. Presently providing satisfactory service and/or can demonstrate successful completion of: a continuing services contract and/or task order contract and/or indefinite quantity contract; services contract with comparable scope and volume.
D. Demonstrate the respondents financial validity and ability to commit the necessary investment

4.0 GENERAL INSTRUCTIONS
A. One manually signed original and three (3) photocopies of the complete RFP response (excluding the BID TABULATION SHEET) must be sealed in a single envelope and clearly marked, "RESPONSE TO REQUEST FOR PROPOSALS OFDC RFP-001-18 ASBESTOS ABATEMENT AND ENVIRONMENTAL SERVICES ON A CONTINUING CONTRACT BASIS" on the outside of the package. One manually signed original of the BID TABULATION SHEET must be sealed in a SEPARATE envelope clearly marked, "BID TABULATION SHEETS: RESPONSE TO REQUEST FOR PROPOSALS OFDC RFP-001-18 ASBESTOS ABATEMENT AND ENVIRONMENTAL SERVICES ON A CONTINUING CONTRACT BASIS" and submitted at the same time. Once accepted, all original responses and any copies of responses become the sole property of the DISTRICT and may be retained by the DISTRICT or disposed of in any manner the DISTRICT deems appropriate.
B. The RFP response must contain a manual signature of an authorized representative of the responding firm.
C. Any questions concerning the request for qualifications should be directed to the DCPS Project Manager at (904) 390-2279.
D. Your response must arrive to the District address no later than the time and date stated in the advertisement or the extended date as established by any subsequent issued amendment in order to be considered.
E. Responses received after the scheduled receipt time will be marked "TOO LATE" and will be returned unopened to the respondent.
F. DCPS is not liable for any costs incurred by the proposers prior to the issuance of an executed contract.
G. Contents of the proposal of the successful firm(s) will become part of the contractual obligations.
H. Proposals should respond to each item noted in the order noted. Identify responses with the same paragraph notation as this RFP.
I. Proposals not conforming to the instructions provided herein will be subject to disqualification...
at the sole option of District.

J. Proposals must be typed or printed. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes or corrections may be allowed after proposals are opened.

K. Applications that do not comply with these instructions or those that do not include the requested data will not be considered. Selections will be made in accordance with §287.057, Florida Statutes.

L. The selected firm will be notified and announcement of selected firms will be posted in the first floor lobby of the Duval County School Board Building at 1701 Prudential Drive, Jacksonville, FL 32207, during regular business hours.

5.0 REQUIRED SUBMITTALS AND SCORING USED TO COMPARE AND EVALUATE FIRMS

The applicant's response must be in the format and tabbed as outlined below. The Selection Committee will objectively evaluate the firm's abilities in accordance with the scoring information outlined in RFP Scoring below and per APPENDIX B. Respondents are advised to provide their best offer with the initial proposal since the District reserves the right to award a Contract based on initial proposals without further discussion or negotiation.

RFP SCORING (100 POINTS TOTAL)

PROPOSAL FORMAT- TAB EACH SECTION AS OUTLINED BELOW

All Tabs (excluding BID TABULATION FORM AND BID BOND) shall not exceed a total of 40 pages, formatted with one-half inch (1/2) margins, single-sided, with Courier 10 or larger font. Only the first 40 pages will be evaluated. Additional support information may be provided as appendices. Proposals received which do not contain ALL requested information in the order listed below will be considered non-responsive. The Respondents shall provide five (5) hard copies as their submittal.

TAB

A. Letter of Interest detailing the firm's qualifications to meet the referenced selection criteria, including years in business.

B. Business Structure (Corporation, Joint Venture, Partnership): Registration to operate as a corporation in the State of Florida by the Department of State, Division of Corporations. Current State General Contractor License Certification or Registration, as required under Florida Statutes. Provide copies of specific journeyman licenses for proposed individuals that will perform the service work. Statement whether proposer is a joint venture or prime/subcontractor arrangement of two firms, and if so, indicate how the work will be distributed between the partners. Firms must be properly registered to practice their profession in the State of Florida at the time of application.

C. Financial Requirements

Provide the following information as outlined in APPENDIX C:

1) Contractor's Financial Statement - The firm's financial capability is to be expressed in the financial statement, and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project.

2) Bonding and Financial Statements - Provide audited or reviewed financial statements from the last three (3) years and a letter from the firm's bonding agent. The financial capability should also include the bonding capacity of the firm. The firm must have sufficient bonding
capacity to provide payment and performance bonds for the anticipated total cost of work. The letter from the bonding agent must indicate the firm’s aggregate and individual bonding capacities and the A.M. Best Rating of the Surety Company. The Surety Company shall have a minimum rating of "A-" in the latest issue of A. M. Best's Key Rating Guide. The firm will be required to bond for multiple projects as assigned.

3) Describe and explain any litigation, major disputes, contract defaults, and liens in the past ten years.

D. **Volume of DCPS Work (5 points):** The volume of fees contracted directly with DCPS by the applicant firm only (fees are to include all services provided by Contractor, not just Asbestos Abatement and other Environmental Consulting projects), deducting the portion of fees paid or to be paid to outside consultants, on past and current work for Duval County Public Schools, will be considered at the following rates as of July 1 for the period noted. The date of the previous contract agreements for services will determine the applicable period.

   (1) From July 1 to current date: 100% of the fee
   (2) For the first year past: 80% of the fee
   (3) For the second year past: 60% of the fee
   (4) For the third year past: 40% of the fee
   (5) For the fourth year past: 20% of the fee

The total fee considered will equal the sum of (1) - (5) above. This total of work will determine the rating for the firm using the Volume of DCPS Work Rating Table in Appendix D.

E. **DISTANCE FROM THE SITE (DCPS Central Administration Building) (5 points):** Provide address and distance in miles from the DCPS Central Administration Building 1) the location of the respondent’s home office in miles and 2) the proposed primary operating office that will dispatch workers to perform the assigned work at the DCPS facilities. Distance from Site (APPENDIX E) will be used to evaluate scoring, with a combined score assigned for Home Office Location and Work Office Location.

F. **EXPERIENCE OF COMPANY, REFERENCES AND STAFFING (25 points):** Provide an Executive Summary detailing the firm’s qualifications to meet the referenced selection criteria, including years in business. Points will be assigned based on the responses for each of the category listed below and how that information provided best meets the needs of the District as outlined in this RFP. Past experience in K-12 Education Facilities, including examples of similar unit rate abatement contracts, and emergency response capabilities completed by the firm. Major consideration will be given to the successful completion of previous programs comparable in design, scope, and complexity. The Respondent should provide detailed information that best reflects the company’s qualifications and experience, in accordance with 1) through 4) listed below:

**AHERA Asbestos Abatement, Mold Abatement, Lead Based Materials Experience**

1) List similar relevant projects that best illustrate the experience of the firm and current staff that are being assigned to this project. (List no more than 10 projects, and do not list projects completed more than 10 years ago.)

   a) Name and location of the project
   b) The nature of the firm's responsibility on this project
   c) Cost of project or contract value
   d) Project owner's representative name, address and phone number
   e) Project user agency's representative's name, address, and phone number
   f) Date work was completed or is anticipated to be completed.
   g) Provide comparison of original schedule completion to actual completion date.
h) Project Manager and other key professionals involved with projects, and who of that staff that would be assigned to this contract.

2) Give a brief resume of each key office and field (technicians and contract manager) staff persons to be assigned to this project, including but not limited to:

   a) Name and title
   b) Job assignment for other projects
   c) Percentage of time to be assigned full time to this project
   d) State number of years with this firm
   e) State number of years with other firms
   f) Experience
      i. Types of projects
      ii. Size of projects (dollar value & SF of project)
      iii. What were the specific project involvements?
   g) Education
   h) Active registration (P.E., G.C., etc)
   i) Other experience and qualifications relevant to this project

3) References from previous owners of other similar projects completed (include name, physical address, phone number, email address)

4) Organizational chart to support work plan and additional information that may be applicable to the contract.

G. PROPOSED WORK PLAN (to include quality assurance and safety plan) (25 points): The Respondents shall address each of the items below, as a minimum and should clearly define the respondents understanding of the Scope of Services as outlined in this RFP. This is the Respondent’s opportunity to distinguish themselves by providing as much substantive detail, specifically regarding the fulfillment of this contract, by addressing as a minimum, the points listed below:

   1) Detailed plan to provide service in accordance with the Scope of Services as listed in this RFP
   2) Quality Assurance Plan
   3) Safety Plan
   4) Response plan for dealing with after hours or emergency response

H. OFFICE OF ECONOMIC OPPORTUNITY UTILIZATION PLAN (5 points):

   OEO Evaluation Criteria: Firms submitting proposals are eligible for a grading range of 0-5. This category is scored by the Office of Economic Opportunity (OEO) only. DCPS criteria will be used to evaluate each RFP’s OEO participation, and the respondent shall clearly delineate in a separate section in the proposal using completed OEO FORMS 1, 2, 2A, and 4 as outlined in Appendix G.

   Firms submitting proposals shall verify in writing that they will meet or exceed the established OEO goals using DCPS contractors.

   Certified SBE and M/WBE shall receive five (5) points when submitting as the prime Contractor. Points will be received based on a category-by-category basis, for a possible one (1) point for each category to achieve the established goals under, (i.e., African-American, Hispanic, Asian, and Native American, and Women Business Enterprises, respectively), for a possible three (3) point total. For projects that have an overall goal, points will be received based on the achievability of the overall goal for a possible three (3) points. OEO will evaluate the proposed percentage listed by the Respondent in relation to the lump sum portion of the basic service fee.

I. BID TABULATION FORM (APPENDIX F) (35 points):
The Respondent shall fill out the Bid Tabulation Forms in accordance with the Instructions provided in APPENDIX F. This information will be submitted and evaluated separately from the information provided by the Respondent in Tabs A thru H above. Contractor shall insure the Base Bid and Alternates #1, and #2 are balanced. The District reserves the right not to award the contract to the low bidder if it is determined the Bid Items are not balanced.

J. **BONDS:**

Proposal Bond: This information will be submitted separately with the Bid as outlined in Appendix F, Bid Pricing Sheet Instructions and will be evaluated separately from the information provided by the Respondent in the proposal information provided in Tabs A thru H above. As a guarantee that the respondent will enter into contract under the terms and conditions set forth in this RFP, a proposal bond in the amount of 5 percent of the total bid made payable to Duval County School Board shall accompany the Bid proposal when submitted. The bond shall be issued by a surety company licensed to conduct business in Florida and approved by the United States Treasury Department. Cash and/or checks of any kind are not acceptable. The District reserves the right to maintain or modify bonding limits of the renewal of any contract period. **PROPOSALS RECEIVED WITHOUT THE REQUIRED BOND WILL BE CONSIDERED NON-RESPONSIVE.**

Return of Proposal Bond: Proposal bonds will be returned to all unsuccessful respondents immediately after the contract award has been made and to the successful Contractor after receipt of the performance bond and execution of the Contract.

Performance and Payment Bond:
1. Within ten (10) days after the Notice of Award, the successful Bidder shall furnish satisfactory Performance and Payment Bonds using the standard DCPS form provided. A corporate Surety authorized to do business in the State of Florida and acceptable to the Owner shall provide the Bond. The Bond shall be conditioned well and truly to perform the Contract and pay all bills and invoices for labor done, delay damages and materials furnished in the performance of the Work including a guarantee period of one (1) year or longer if required in the individual technical sections of the Specifications, against unacceptable work. Modifications of the bond terms as set forth herein is prohibited and shall not be considered as part of the bid, contract, or the bond.

2. CONTRACTOR shall furnish initial performance and payment bonds, each in the amount of $50,000. CONTRACTOR shall furnish subsequent performance and payment bonds each in the amount necessary such that the aggregate bond amount exceeds the total payments under this contract by $15,000. CONTRACTOR shall furnish bonds as security for the faithful performance and payment of all CONTRACTOR’S obligation under the Contract Documents.

3. All Bonds must be executed under corporate seal of the Surety and countersigned on the part of the Surety by a qualified resident agent of the company or an attorney in fact with proof of power attached.

4. In case of default on the part of the Bidder, actions for all expenses incident to ascertaining and collecting losses under the Bond including both architectural and legal services shall lie against the Bond.

5. Such Bond shall be in the penal sum of 100% of the Contract.

6. Premiums for the Performance and Payment Bond shall be included in the Bidder's Proposal.

7. The Bond shall be on the AIA Form A310 without modification or exception.
III. SELECTION AND AWARD PROCESS

1.0 PROPOSAL EVALUATION AND AWARD:

A. Proposals are received at the time advertised in the RFP. An Evaluation Committee will convene, review and evaluate all responsive proposals received on time based on the factors set forth in the RFP. The Selection Committee will consist of:

- Executive Director, Facilities Design and Construction
- Director, Environmental Services
- Executive Director, Maintenance Services
- Supervisor, Office of Economic Opportunity
- Others as assigned

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of DCPS staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; or (2) Negotiate with the highest ranked respondents. The Selection Matrix, APPENDIX B will be utilized by the Evaluation Committee.

B. The proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the District and the selected respondents cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such respondents and to negotiate and execute a contract with the next-ranked respondents.

C. The District reserves all rights, in its sole discretion, not to issue an award to any respondents, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any respondent for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by DCPS.

D. OFDC will prepare and submit a recommendation agenda item to the Superintendent of Schools, Duval County, Florida. The Superintendent will then recommend to the School Board, the award or rejection of any and/or all proposal(s). The School Board will award or reject any or all proposal(s).

E. SCORING - The final selection will be made based upon cumulative points assigned under each category in the RFP. A maximum total of 100 points possible may be assigned for each proposal received and evaluated.

1) Information provided in TABS A thru H will be evaluated with a maximum of 65 points that may be assigned. The initial qualifications review process shall be completed prior to the cost evaluation of the Bid Tabulation Forms, Tab I.

2) After completing the initial scoring process for Tabs A-H, the Selection Committee will open and review all Bid Tabulation Forms previously received on time.

   a) In establishing the Bid Tabulation points assigned, the Selection Committee will review and verify the percentage figures and total calculated contract amount outlined in the Bid Tabulation Forms for Base Bid, Alternate Item #1, and Alternate Item #2.

   b) All Bid Tabulation Forms evaluated will then be ranked from lowest to highest cost to the District for all work assigned based upon the total figure provided in the Base Bid, Alternate #1, and Alternate #2 proposal forms. 35 points maximum will be assigned to
the firm whose proposal provides the least cost to the District for all costs calculated for work assigned as outlined in the Bid Pricing Sheet-Bid Tabulation Forms of Appendix F. Subsequent proposals will then be assigned points based on a graduated declining scale system.

3) Both the points for the Tabs A-H score and the Tab I score will then be added and all proposers will be then be ranked upon the cumulative total points assigned (maximum 100 point total.)

4) The District will then determine the final firm(s) to be selected based on the maximum points assigned to each proposer.

F. A contract will be executed with the firm ranked highest by the District and as approved by the Board. The Bid Tabulation figures provided by the Proposer in the selection process will be the established cost figures for all work assigned under this contract for the duration of the entire contract period.
1. TERMS AND CONDITIONS

A. LEGAL AWARENESS AND COMPLIANCE:

1) It shall be the responsibility of the CONTRACTOR to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the CONTRACTOR shall in no way be a cause for relief from responsibility.

2) RESPONDENTS affirm by submitting their submittals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

3) JESSICA LUNSFORD ACT: At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.31 F.S. Contractual personnel shall include any vendor, individual or entity under contract with the DISTRICT. (Additional information is available at www.duval.sofn.net) By submittal of a bid or submittal, each firm acknowledges and accepts this responsibility (including but not limited to all associated costs of fingerprinting, background checks, and maintenance fees).

4) PERSONNEL CONDUCT: All individuals performing services under this contract shall adhere to DCPS rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any DCPS sites. Additionally, all individuals will adhere to and comply with the requirements as set forth. Contractor shall notify department or school office personnel and follow customary check-in procedures when they are physically on-site at any DCPS facility. All Contractor personnel are required to wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by DCPS personnel, a form of picture identification (i.e. - driver’s license, ID card) AND a DCPS Vendor Badge.

Failure of Contractor’s personnel to adhere to DCPS rules and regulations described herein will result in removal of the individual(s) from the job site.

B. PERMITS AND LICENSES:

The CONTRACTOR shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether State or Federal and with all local codes and ordinances without additional cost to the DISTRICT.

C. RECORDS AND REPORTS:
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Audit:

The DISTRICT shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the Contract(s) (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of CONTRACTOR, including, but not limited to those kept by CONTRACTOR, its employees, agents, assigns, successors and SUBCONTRACTORS. CONTRACTOR shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, CONTRACTORs or other designees, during normal business hours at CONTRACTOR's office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for the DISTRICT. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the DISTRICT may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied. If the DISTRICT engages an independent, third party auditor, and the third party auditor makes material findings equaling 3% or more of the aggregate annual contract value, then the CONTRACTOR shall pay all costs and expenses associated with the audit.

D. INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

1) Indemnity

a. The Contractor agrees to indemnify and hold the DISTRICT harmless from all claims for bodily injury and property damage (other than the work itself and other property insured) that may arise in whole or part from the Contractor's operations under this Agreement, to the extent the damage is caused by the Contractor, its agents, employees or sub-Contractors, vendors of any tier.

b. The Contractor shall be liable to the DISTRICT for all claims that may arise from the Contractor's performance pursuant to this Agreement.

c. Contractor shall indemnify and hold harmless the DISTRICT for any claim matter that arises from the Contractor alleged breach of contract with DISTRICT.

2) Contractor's Insurance- The Contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the DISTRICT, nor shall the Contractor allow any Sub-Contractor to commence work on his subcontract until all similar insurance required of the Sub-Contractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida. The DISTRICT shall be named an additional insured on all policies and shall be entitled to the fullest primary coverage permitted by law.

3) Worker's Compensation Insurance - The Contractor shall take out and maintain during the life of the Contract Worker's Compensation Insurance for all his employees connected with the work of this Contract and, in case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall
comply with the Florida Worker's Compensation Law and any applicable Federal Workmen's Compensation Laws. In case any class of employees engaged in hazardous work under this contract at the site of the Contract is not protected under the Worker's Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

4) **Contractor's Public Liability and Property Damage Insurance** - The Contractor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him. The Comprehensive General Liability and Excess Liability insurance coverage shall include a Pollution Endorsement with covers asbestos, lead-based paint, and mold abatement services and shall be written on an "occurrence", not a "claims Made" basis. The amount of such insurance shall be minimum limits as follows:

a) **Contractor's Comprehensive General Liability**: 
   - $2,000,000 Each Occurrence, Bodily Injury & Property Damage, Combined Single Limit

b) **Automobile Liability Coverage**: 
   - $500,000 Each Occurrence, Bodily Injury & Property Damage, Combined Single Limit

c) **Excess Liability, Umbrella Form**: 
   - $3,000,000 Each Occurrence, Combined Single Limit
   Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

 d) **Sub-Contractor's Public Liability and Property Damage Insurance** - The Contractor shall require each of his Sub-Contractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his Sub-Contractors in his policy, as specified above.

 e) **Owner's and Contractor's Protective Liability Insurance** - The Contractor shall procure as a cost of the contract and furnish an Owner's and Contractor's Protective Liability Insurance Policy with the following minimum limits:

   - Bodily Injury Liability & Property Damage Liability: $500,000 Each Occurrence

 f) **"XCU" (Explosion, Collapse, Underground Damage)** - The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

 g) **Broad Form Property Damage Coverage, Products & Completed Operations Coverage** - The Contractor's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverage.

 h) **Contractual Liability Work Contracts** - The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Agreement.

 i) **Indemnification Rider**
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i. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the DISTRICT and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article, nor shall the Contractor be responsible to indemnify the Owner for Owner's negligence.

ii. In any and all claims against the Owner or any of their agents or employees by any employee of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

iii. The obligations of the Contractor under this shall not extend to the liability of Architect/Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect/Engineer, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

j) Certificate of Insurance - The DISTRICT shall be furnished proof of coverage of Insurance as follows:

i. Certificate of Insurance form will be furnished to the DISTRICT along with the Contract Documents. These shall be completed and signed by the authorized Florida Resident Agent and returned to the Office of Facilities Services. This Certificate shall be dated and show:

ii. The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date, with the Owner listed as an additional insured.

iii. Statement that the Insurer will mail notice to the Owner and a copy to the Architect/Engineer at least fifteen (15) calendar days prior to any material changes in provisions or cancellation of the policy.

iv. Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverage's required in this Article.

5) Waiver of Subrogation

a) Damages Caused By Perils Covered By Insurance - The DISTRICT and the Contractor
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waive all rights against each other, for damages caused by perils covered by insurance provided under this article to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the DISTRICT and Contractor as trustees. The Contractor shall require similar waivers from all Sub-Contractors and their sub-Sub-Contractors.

b) Loss Or Damage To Equipment Covered By Insurance - The DISTRICT and Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Contract and covered by any property insurance. The Contractor shall require similar waivers from all Sub-Contractors and their sub-Sub-Contractors.

c) Property and Consequential Loss Policies - The DISTRICT waives subrogation against the Contractor on all property and consequential loss policies carried by the DISTRICT on adjacent properties and under property and consequential loss policies purchased for the Contract after its completion.

d) Endorsement of Policies - If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

E. FUNDS AVAILABILITY

Any Contract/ Agreement(s) resulting from this RFP document shall terminate without penalty in the event that funds are not appropriated for any ensuing fiscal year. If funds are appropriated for a portion of the fiscal year, the Contract/ Agreement shall terminate without penalty at the end of the term for which funds were appropriated.

F. ASSIGNMENT

The CONTRACTOR shall have sole responsibility for the quality, liability, coordination and completion of all work outlined in this endeavor. The DISTRICT considers the CONTRACTOR to be the sole contact regarding all Contract/ Agreement matters. The CONTRACTOR shall be prohibited from assigning, transferring and conveying, subletting or otherwise disposing of any Contract/ Agreement of its rights, title or interest therein, or its power to execute such Contract/ Agreement without the previous written approval of the DISTRICT. The CONTRACTOR shall include with the submittal the names of sub-Contractors, the extent of the work that is affected by each and a brief description of prior experience in managing the proposed sub-Contractors. The DISTRICT shall have the right to review, approve or disapprove prior to any change of sub-contract, or the addition of sub-contract, by the successful CONTRACTOR during the term of the Contract/ Agreement.

G. DELIVERY

Time is of the essence, and any resulting Contract/ Agreement may be terminated if delivery is not made or services are not performed by the date specified. No change in the scheduled delivery date or performance shall be permitted without the DISTRICT’s written consent. No acceptance of goods and/or services after the scheduled delivery date shall waive the DISTRICT’s rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.

All goods delivered shall be subject to the DISTRICT’s inspection and approval. Goods rejected by the DISTRICT for whatever reason shall be held, transported and/or stored at CONTRACTOR’s sole expense. CONTRACTOR shall promptly reimburse the DISTRICT for any such expenses.
H. SUSPENSION OF WORK

The DISTRICT may at any time, in its sole discretion, suspend the work for a specified or unspecified time by written notice to the successful CONTRACTOR. Upon receiving notice of suspension, the successful CONTRACTOR shall immediately suspend all operations except those, which in the DISTRICT’s opinion are necessary to preserve, care for and protect the equipment. The successful CONTRACTOR shall only be entitled reimbursement for its reasonable, proper and actual expenses incurred in protecting, caring for and preserving the equipment.

In the event that work is suspended as a result of the CONTRACTOR not performing as contracted, the DISTRICT in its sole discretion, reserves the right to withhold, in whole or part, any payment due the CONTRACTOR until the breach has been rectified to the full satisfaction of the DISTRICT.

If the CONTRACTOR cannot rectify the breach to the DISTRICT’s satisfaction, the DISTRICT reserves the right to remedy the solution in the manner of its own choosing and at the CONTRACTOR’s expense.

I. SEVERABILITY

If any term, condition or requirement of this submittal is held invalid, unenforceable or illegal for any reason, the remainder of the Agreement/Contract shall continue to be valid and enforceable.

J. LIENS, CLAIMS AND ENCUMBRANCES

CONTRACTOR warrants and represents that all the goods, materials and/or services supplied shall be free and clear of all liens, claims and encumbrances of any kind.

K. OWNERSHIP OF MATERIALS

All material, information and data, in any form, provided to, or prepared by the successful CONTRACTOR pursuant to the Contract/Agreement, together with all designs or materials capable of intellectual property protection, prepared, developed or created by the CONTRACTOR, its employees or agents during the performance of and/or pursuant to the Contract/Agreement shall automatically become the property of the DISTRICT. The successful CONTRACTOR may be entitled to copies of outcomes, but shall require the DISTRICT’s written consent for future use of any kind.

Immediately upon expiration of the contract and/or termination of the successful CONTRACTOR’s engagement, the CONTRACTOR shall deliver to the DISTRICT all elements aforementioned in the preceding paragraph without limitation.

L. UNFORESEEABLE EVENT

An unforeseeable event is anything which is beyond the control of the parties affected and which, by exercise of reasonable diligence by the parties aforementioned, could not be avoided including, but not limited to, the following:

- Fire
- Explosion
- Action of the elements
- Strikes
- Rationing of materials
- Adverse government decision; or
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Act of God

Neither the CONTRACTOR nor the DISTRICT shall be liable to the other for any delay in, or failure of, performance under the submittal due to an unforeseeable event. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages or either party. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the DISTRICT to enable complete performance by the CONTRACTOR provided reasonable diligence is exercised after the causes of delay or failure have been removed.

M. CANCELLATION

The DISTRICT reserves the right at its exclusive option to immediately and without further notice, cancel any resulting Contract/ Agreement, or part thereof, without further liability of any kind for:

1) Failure by the CONTRACTOR to complete the Contract/ Agreement in a timely fashion;
2) Failure by the CONTRACTOR to supply goods and/or services in accordance with the specifications, terms or conditions of the Contract/ Agreement; or
3) Any Unforeseeable Event which lasts longer than thirty (30) days.

The DISTRICT may at any time, without cause, cancel the Contract/ Agreement upon giving thirty (30) days cancellation notice. Should termination occur, the CONTRACTOR shall be compensated for the satisfactorily completed work up the date of termination and not thereafter. Any compensation shall be based upon the CONTRACTOR providing supporting documentation satisfactory to the DISTRICT.

N. SAFETY

The CONTRACTOR is required to provide a copy of their safety program.

O. ACCESS

1) Due to the nature of the food preparation business, access for scheduled work may be restricted to hours when sites are available, dependent upon the scope of work and area to be serviced.
2) Normal working hours are Monday thru Friday 7:30 AM to 4:30 PM. Holidays are as determined in the published DCPS Holiday schedule.
3) Emergency access will be available at all times.
4) The Contractor’s personnel must sign in with DCPS staff and all personnel must have visible identification at all times.

P. SCHEDULING OF WORK

1) The Contractor shall at all times execute the work in a manner which shall not interfere with the operation and daily routine carried on by the Facility.
2) The Contractor shall agree to any reasonable request by DCPS for scheduling and performance of the work.

Q. UTILITY OUTAGE

The Contractor shall coordinate turning equipment on and off with DCPS in advance. Prior to starting any work at the Facility, the Contractor will report to DCPS for authorization.
APPENDIX A
CONTRACT TERMS AND CONDITIONS

R. EMERGENCY SERVICE

1) If the Contractor fails to respond to an emergency call within the specified period, DCPS reserves the right for another company to be called in to handle the problem and the cost of this service shall be deducted from the amount normally paid to the Contractor.

2) The Contractor must provide a contact name and telephone and/or pager number where technicians can be reached on a twenty-four (24) hour per day basis throughout the year including weekends and all holidays.

S. INSPECTION OF SERVICES- QUALITY OF WORK

1) All services (i.e. services performed, material furnished or utilized in the performance of services and workmanship in the performance of services) shall be subject to inspection and test by DCPS, or their Consultants, at all times and places during the term of the Contract. All inspections by DCPS, or their Consultants, shall be made in such a manner as not to unduly delay the work.

2) The acceptability of quality shall be consistent with best industry practices, at the discretion of DCPS and their Consultants.

T. TECHNICAL SUBMITTALS

1) Prior to the start of work, the Contractor shall prepare and submit technical submittals as required by the specifications for review and approval by DCPS and their Consultants.

2) Upon completion of each task order, the Contractor shall prepare and submit post-job technical submittals for review and approval by DCPS and their Consultants. Final payment for each task order will not be made until such submittals are approved.

U. PAYMENTS AND INVOICING

1) All invoices are to certify that the work and/or service have been performed to contract specifications. All invoices shall be either computer generated or typewritten.

2) All invoices shall detail the following information. Should the Contractor fail to provide any of this information on the invoice, DCPS may withhold payment until the Contractor amends the invoice.
   a. DCPS Purchase Order or Contract Number
   b. Date service was completed
   c. Where work was performed
   d. Breakdown of unit and costs incurred.

3) Payments to Sub-Contractors - The Contractor shall promptly, within fifteen (15) calendar days after receipt of payment from DCPS, pay all amounts due Sub-Contractors. If there should remain items to be completed, the Contractor shall list those items required for completion and the Contractor shall require the retainage of a sum equal to 150% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the Contractor shall pay to the Sub-Contractors monthly the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Sub-Contractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with each Work Order have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Sub-Contractors whose work is satisfactorily completed prior to the total completion of the PM work or Task Order but only upon approval by the DISTRICT.
APPENDIX A
CONTRACT TERMS AND CONDITIONS

4) Payments for Materials and Equipment - Payments may be made by DCPS for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the DISTRICT on each occasion.

5) DCPS will make payments in one of two methods – either by direct check issuance or credit card (DCPS e-payables/credit card program process). The Contractor must elect which payment option they choose to be paid at the beginning of the contract period. If direct check issuance is chosen, the Contractor may elect the e-payable/credit card method at any time during the contract; however, once this option is elected, no further changes may be made unless approved by DCPS. At DCPS’ sole option, DCPS may change the direct check issuance to an Automated Clearing House (ACH) method of payment. Payment shall be made in accordance with the Florida Prompt Payment Act of the Florida Statutes.

V. STATUS MEETINGS

The Contractor and DCPS shall each appoint an individual who is responsible for the administration of the Contract / Agreement and the services provided. These two individuals, and other representatives of their organizations as appropriate, shall meet each month or at the DISTRICT’s discretion, at no additional cost to the Contractor, in order to report on the status of the work and any unusual conditions that need to be brought to the attention of the DISTRICT.

W. WARRANTIES

Contractor shall detail all warranty and/or maintenance terms and conditions for the requested goods and/or services. Contractor shall identify period and whether the goods and/or services carry full manufacturer’s warranty. If third party components are included in the submittal, the warranty for these components shall also be detailed.

The Contractor warrants that the goods and/or services are new, free of all defects, deficiencies, and problems arising from faulty manufacture, construction, material installation or workmanship during the warranty period, which is defined as one year from substantial completion.

If, in the sole opinion of DCPS, defects, deficiencies or problems appear during the warranty period, the Contractor shall immediately remedy, replace, re-perform or correct the goods or services at no cost to DCPS within a time fixed established by DCPS.

The CONTRACTOR shall collect and deliver to the DISTRICT any specific written warranties given by others as required.
## APPENDIX B
### SELECTION MATRIX

<table>
<thead>
<tr>
<th>Respondent</th>
<th>BID TABULATION (35 Points)</th>
<th>VOLUME OF DCPS WORK (5 Points)</th>
<th>DISTANCE FROM SITE (5 Points)</th>
<th>EXPERIENCE, REFERENCES AND STAFFING (25 Points)</th>
<th>PROPOSED WORK PLAN (25 Points)</th>
<th>OEO (5 Points)</th>
<th>TOTAL (100 Points Possible)</th>
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<tbody>
<tr>
<td>Respondent A</td>
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<tr>
<td>Respondent B</td>
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<tr>
<td>Respondent C</td>
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<td>Respondent D</td>
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<tr>
<td>Respondent E</td>
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<tr>
<td>Respondent F</td>
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<tr>
<td>Respondent G</td>
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<tr>
<td>Respondent H</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Respondent I</td>
<td></td>
<td></td>
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<td></td>
</tr>
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</table>
OWNER’S INSTRUCTIONS

The information listed in the Contractor’s Financial Statement Form is required to be filed with soliciting agencies prior to award of any contract. In order to expedite the processing of contracts, please complete the enclosed forms in accordance with these instructions. The bidder is required to complete all the attached forms. If the bid is a Joint Venture, then each Corporation, Partnership or Individual that is a party to the Joint Venture must complete, individually, each form. All references to "Fiscal Year" in this questionnaire will mean the fiscal year of the bidder filing this form. If additional space is required, please attach supplementary pages.

Heading:  Contract Title - Indicate title of contract as shown in the specifications.
Location - Contract location as shown in the specifications.

CONTRACTOR’S FINANCIAL STATEMENT

Contract Title _____________________________________________________________

Location ________________________________________________________________

1. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification?

   If so, please list and describe ________________________________________________
   __________________________________________________________________________

2. Submitted by ________________________________

3. (Check below)
   A Corporation (   )
   A Co-Partnership (   )
   An Individual (   )
   A Joint Venture (   )

   Address _________________________________
   __________________________________________________________________________

   Date _________________________________
The Contractor acknowledges that this Financial Statement is made for the express purpose of inducing the Owner to whom it is submitted to award a contract to the Contractor. Further, the Contractor acknowledges that the agency may, at its discretion, by means that the Owner may choose, determine the truth and accuracy of all statements made by the Contractor herein.

**FINANCIAL STATEMENT**

As of __________________________ Date

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<tr>
<th>ASSETS</th>
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<tr>
<td>CASH*</td>
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<td>From Government Contracts Completed</td>
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<td>From Non-Government Contracts Completed</td>
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<tr>
<td>Claims included in 8 and 9 not yet approved or in litigation $___________</td>
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<tr>
<td>From Government Contracts in Process</td>
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<tr>
<td>From Non-Government Contracts in Process</td>
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<tr>
<td>Claims included in 11 and 12 not yet approved or in litigation</td>
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<tr>
<td>Retainage included in 11 and 12</td>
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<td>Other** (list)</td>
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<th>NOTES RECEIVABLE</th>
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<td>Due within 90 days**</td>
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<tr>
<td>$___________</td>
</tr>
<tr>
<td>Due after 90 days**</td>
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<td>$___________</td>
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<th>INVESTMENTS</th>
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<td>Listed Securities - Present Market Value</td>
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<td>$___________</td>
</tr>
<tr>
<td>Unlisted Securities - Present Value</td>
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<td>$___________</td>
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<table>
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<th>BID DEPOSITS</th>
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<td>Recoverable within 90 days</td>
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<td>$___________</td>
</tr>
<tr>
<td>Recoverable after 90 days</td>
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<tr>
<td>$___________</td>
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<table>
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<th>ACCRUED INTEREST</th>
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<td>Receivable on Notes</td>
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<tr>
<td>Receivable on Investments</td>
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<td>$___________</td>
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<tr>
<td>Other (list)</td>
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<tr>
<td>$___________</td>
</tr>
</tbody>
</table>
APPENDIX C
Contractor Financial Statement

REAL ESTATE (BOOK VALUE OR MARKET, WHICHEVER IS LESS) ____________

INVENTORIES (NOT INCLUDED IN RECEIVABLE BILLING AND AT PRESENT VALUE) ____________

EQUIPMENT--NET BOOK VALUE
(SUPPLY LIST BY COST, DEPRECIATION, NET BOOK VALUE) ____________

OTHER ASSETS

Contract Costs in excess of Billings $___________
Cash Surrender Value of Life Insurance ____________
Receivables from Officers and Employees ____________
Other (list) ____________

FINANCIAL STATEMENT
(continued)

TOTAL ASSETS $___________

*Do not include deposits for bids or other Guarantees
**Do not include receivables from officers and employees

ACCOUNTS PAYABLE

Due within 1 year ____________
Due after 1 year ____________

NOTES PAYABLE

Due within 1 year ____________
Due after 1 year ____________
Officers and Employees ____________

TAXES PAYABLE ____________

ACCRUED AND ACTUAL PAYROLL PAYABLE ____________

MORTGAGES PAYABLE ____________

OTHER LIABILITIES
Federal Income Tax Provision ____________
Deferred Income ____________
Other (list) ____________
APPENDIX C
Contractor Financial Statement

___________________________  ____________
___________________________  ____________

NET WORTH
(If individual proprietorship or partnership)  ____________

CAPITAL STOCK
  Common Issued and Outstanding  ____________
  Preferred Issued and Outstanding  ____________
  Treasury Stock  $___________

CAPITAL SURPLUS
  Earned Surplus Prior Years  ____________
  Earned Surplus Current Year  ____________

TOTAL LIABILITIES AND NET WORTH  $___________

NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH SCHEDULE TO STATEMENT

Dated this_______________day of_____________________, 20____

__________________________________________________________
Name of Organization

By:  _____________________________________________________

Title:  _____________________________________________________
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<th>RATING</th>
<th>CURRENT DCPS VOLUME (Past 5 years)</th>
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<tr>
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<tr>
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<td>300,001-400,000</td>
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<td>1</td>
<td>&gt; 400,000</td>
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# APPENDIX E
## DISTANCE FROM SITE

DISTANCE FROM  
DUVAL COUNTY PUBLIC SCHOOLS’ CENTRAL ADMINISTRATION BUILDING  
1701 Prudential Drive  
Jacksonville, FL 32207

**MAXIMUM OF 5 POINTS ALLOWED FOR THIS EVALUATION CRITERIA**

SEE ATTACHED MAP THAT OUTLINES AREAS AND POINTS ASSIGNED

<table>
<thead>
<tr>
<th>Location (provide physical address) of Corporate Headquarters From Central DCPS Admin Bldg</th>
<th>Location (provide physical address) of work location from which mechanics will be dispatched to respond to the schools assigned</th>
<th>Points</th>
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</thead>
<tbody>
<tr>
<td>DUVAL AND SURROUNDING NORTHEAST FLORIDA COUNTIES</td>
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<td>(2 pts Max) (3 pts Max)</td>
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<tr>
<td>PANHANDLE FLORIDA</td>
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<td>2</td>
</tr>
<tr>
<td>NORTH CENTRAL FLORIDA</td>
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<td>1</td>
</tr>
<tr>
<td>SOUTH FLORIDA</td>
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<td>1</td>
</tr>
<tr>
<td>OUTSIDE FLORIDA</td>
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<td>0</td>
</tr>
</tbody>
</table>
APPENDIX E
DISTANCE FROM SITE

- Duval & N.E. FL Counties: 2 pts for Office, 3 pts for Staff
- Panhandle: 1 pt for Office, 1 pt for Staff
- North Central Florida: 1 pt for Office, 2 pts for Staff
- South Florida: 1 pt for Office, 1 pt for Staff
APPENDIX F

June 2017  ADDENDUM #1  June 28, 2017

RFP Number:   OFDC RFP-001-18
RFP Title:     ASBESTOS ABATEMENT AND ENVIRONMENTAL SERVICES ON A CONTINUING CONTRACT BASIS
DCPS Project: M-83700

Project Manager: Bruce Ackerman, 904 390-2279
Services Term: Initial Term of 1 year commencing upon award with 2 annual renewal options
Bids Received: No later than 2:00 PM, JULY 18, 2017. Proposals received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 90 days after opening. All bids received after the specified date and time will be returned unopened.

Submit Proposals/Bids To:
DCPS Office of Facilities Design and Construction
1701 Prudential Drive Rm 535
Jacksonville FL 32207-8182

Special Requirements:
This Bid Tabulation Form is part of the Proposal Requirements as outlined in the RFP and must be submitted with the proposal in a separate envelope. Separate Proposals submittals for the RFP and Bid Forms are to be submitted at the same time in separate sealed envelopes.

RESPONDENT ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all; in addition, I certify that I am authorized to obligate on behalf of the RESPONDENT. Bid documents shall be submitted in a sealed envelope clearly marked with this bid number and title, opening date and time.

Legal Name of RESPONDENT: ______________________________________________________
Mailing Address: _______________________________________________________________
City, State, Zip Code: _____________________________________________________________
Telephone: ____________________ Toll Free: ____________________ Fax: ____________________
Email Address: ____________________ Internet URL: ____________________
Federal ID # or SS #: ____________________ Duns #: ____________________
If you are a certified minority, state certifying agency: ____________________
Addenda ______ through ______ received. (if applicable)
Original Manual Signature of Authorized Representative: ____________________
Printed/Typed Name of Authorized Representative: ____________________
Title: ____________________ Date: ____________________
SUBMISSION OF BIDS AS PART OF PROPOSAL RESPONSE TO RFP

Proposals must be submitted prior to the time set for opening. Proposals are to be delivered to Duval County Public Schools, Facilities Design and Construction, 1701 Prudential Drive, Rm 535, Jacksonville, Florida 32207. Respondents are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the RESPONDENT’s risk. Late proposals are not considered and will be returned unopened. Official time, for the purpose of receiving proposals, will be calibrated using the time/temperature information found at www.timeanddate.com/worldclock/city.html?n=411.

******* NOTE *******

Bid documents as part of the overall Proposal submission shall be submitted in a sealed envelope clearly marked with the RFP number as found on the RESPONDENT Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened. The response to the RFP must be sealed in a SEPARATE envelope clearly marked, "RESPONSE TO REQUEST FOR PROPOSALS-OFDC RFP-001-18 - ASBESTOS ABATEMENT AND ENVIRONMENTAL SERVICES ON A CONTINUING CONTRACT BASIS".

Faxed or e-mailed bids will not be accepted.

BID EVALUATION PROCEDURES

Proposals will be received publicly at the date and time specified in the RFP. The Bid Tabulation Form will be evaluated as part of the overall RFP Selection Process. After final review and selections are complete, arrangements may be made to review bid documents at a later date.

1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools. Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools services, products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any RESPONDENT who has previously failed to perform adequately after having once been awarded a prior bid for furnishing services similar in nature to those services mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

SHOULD ANY RESPONDENT HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE PROJECT MANAGER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.
All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No RESPONDENT will be allowed to offer more than one price on each item. IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE EXECUTIVE DIRECTOR, FACILITIES DESIGN AND CONSTRUCTION.

3. TAXES: Duval County Public Schools is exempt from the State of Florida Sales Tax by Exemption Certificate No. 85-8013988912C-0.

4. DISCOUNTS: all discounts to be included in bid price.

5. COLLUSION: the RESPONDENT, by affixing his/her signature to this proposal, agrees to the following: RESPONDENT certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

6. ERRORS IN BIDS: RESPONDENTs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the RESPONDENT’s own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of RESPONDENTs. In case of error in extension of prices in the bid, the unit price shall govern.

7. ORIGINAL BIDS: All original bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted. Respondents shall submit one manually signed original (see Section II. Instructions to Proposers of the OFDC RFP-001-18 for the RFP Proposal requirement).

8. The required completed Forms outlined in the Bid Pricing Sheet shall be submitted with the RFP response in a separate envelope.
CONFLICT OF INTEREST CERTIFICATE

RESPONDENT must execute either Section I or Section II hereunder relative to Florida Statute 112.313. Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of Duval County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

__________________________________________
Signature

__________________________________________
Name of Official (Type or print)

__________________________________________
Business Address

__________________________________________
City, State, Zip Code

SECTION II

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title or Position</th>
<th>Date of Filing</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

__________________________________________
Signature

__________________________________________
Print Name of Certifying Official

__________________________________________
Company Name

__________________________________________
Business Address

__________________________________________
City, State, Zip Code
APPENDIX F
BID TABULATION FORM

BID PRICING SHEET

1. The RESPONDENT proposes and agrees to furnish all labor, material, and equipment necessary to accomplish projects as requested by the District. The Contractor’s Fee shall be as established in the matrix below.

2. Bid Pricing Instructions- RESPONDENT is required to insert values in UNIT COST AND TOTALS Columns in Unit Rate Bid Tabulation Forms for Base Bid, Alternate #1, and Alternate #2 as follows:
   a. Using the Unit Rate Bid Tabulation Forms below, the District has provided an ESTIMATED TOTAL PROJECT WORK QUANTITY TO BE ASSIGNED ANNUALLY in each Work Category.
   b. The TOTAL VALUE is determined by the multiplying the Quantities by the Unit Cost.
   c. The RESPONDENT is not to alter the values assigned in the Units or Quantities columns. Any changes to these values will result in disqualification of the Bid.

In the event of a discrepancy between the values provided in Unit Cost and the calculated Total in, the numeric value in Unit Cost shall govern and the Total will be adjusted to reflect such.

Failure to respond as requested may result in rejection of item(s) as non-responsive.

Notwithstanding anything to the contrary in the RFP documents, the ESTIMATED TOTAL PROJECT CONSTRUCTION VALUE TO BE ASSIGNED ANNUALLY is an estimate subject to change, and shall not be deemed a guarantee of volume of work available or actual amount of work to be assigned in each Category. The District reserves the right to change the estimated amount of work in each Category (increase or decrease) and the RESPONDENT agrees to provide the same Unit Cost for each category as provided in the Bid Tabulation Form.

PRINTED/TYPED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

____________________________________
SIGNATURE/DATE

The following documents are to be returned with this Bid Pricing response to the PROPOSAL:

1. RESPONDENT Acknowledgement (page 1 - front page of this OFDC RFP-001-18 document)

2. UNIT RATE BID TABULATION SHEETS FOR BASE BID, ALTERNATE ITEM #1, AND ALTERNATE ITEM #2 SHEETS (this page and following 3 page Bid Tabulation Sheets)

3. Conflict of Interest Certificate

4. Bid Bond
APPENDIX F
BID TABULATION FORM

UNIT RATE BID TABULATION FORM – BASE BID INFORMATION

The Base Bid and Alternate unit rates include all costs (including payment and performance bonds) associated with the abatement and disposal of asbestos-containing wastes in accordance with the project specifications. The unit rates shall also include all costs associated with applicable local, state, federal, and other taxes and licenses in connection with this work (including social security, unemployment insurance, and sales or use taxes, etc.). Descriptions of the work in the Unit Line Items in the Base Bid and Alternate Bid Items are provided below.

It is further understood that the following limitations are set forth regarding the unit rate figures:

1. The Owner will provide Contractor written authorization on an as-needed basis.

2. All unit rates shall be applied to total per project footages, not per work area.

3. The Contractor will be responsible for compliance with start and completion dates set forth on each written authorization.

4. The Contractor recognizes that a large portion of the work of this contract will be performed during nights, weekends, and holidays. The Contractor further recognizes and acknowledges that the above unit rates will include all costs associated with work on nights, weekends, and holidays.

5. All mobilizations are to be included in the unit rates. Contractor shall normally respond to requests for asbestos abatement from the Duval County School Board within 24 hours; however, the contractor shall respond to emergencies, if required, at no additional cost.

6. Unit rates above shall include all costs associated with repairs to building surfaces and systems arising from damages during the course of abatement and related activities. These repairs may include, but are not limited to, painting, patching, and general restoration of building surfaces.

DESCRIPTION OF LINE ITEMS FOR BASE BID ITEMS- SEE BASE BID TABULATION FORM ASBESTOS ABATEMENT

LINE ITEM

1. Provide labor necessary to complete miscellaneous related work **not paid for under the unit rates described below**. Labor cost will be reimbursed for workers directly employed by the contractor to perform work at the site and shall include all taxes, insurance, contributions, training, customary benefits, overhead and profit.

2. Provide labor necessary to complete miscellaneous related work **not paid for under the unit rates described below**. Labor cost will be reimbursed for supervisors directly employed by the contractor to supervise work at the site and shall include all taxes, insurance, contributions, training, customary benefits, overhead and profit.

**NOTE for 3., 4., and 5. Mobilization Costs Below**: For work orders that combine SF and LF work items, the larger of SF or LF quantity shall be used to determine the appropriate mobilization costs.
APPENDIX F
BID TABULATION FORM

3. Costs to provide required submittals and mobilization of all labor, tools, and materials required for removal, repair, and/or encapsulation of asbestos-containing materials, and related repairs for projects involving up to 1,000 square feet (SF) or 100 linear feet (LF) of asbestos-containing material, lead based paint, or mold for unit rates as outlined in Base Bid and Alternates #1 and #2. This cost will be added to the costs of the actual work to be performed using the bid unit rates for each line item.

4. Costs to provide required submittals and mobilization of all labor, tools, and materials required for removal, repair, and/or encapsulation of asbestos-containing materials, and related repairs for projects involving 1,001 square feet/101 linear feet to 2,000 square feet or 200 linear feet of asbestos-containing material, lead based paint, or mold for unit rates as outlined in Base Bid and Alternates #1 and #2. This cost will be added to the costs of the actual work to be performed using the bid unit rates for each line item.

5. Costs to provide required submittals and mobilization of all labor, tools, and materials required for removal, repair, and/or encapsulation of asbestos-containing materials, and related repairs for projects involving greater than 2,001 square feet or 201 linear feet of asbestos-containing material, lead based paint, or mold. for unit rates as outlined in Base Bid and Alternates #1 and #2. This cost will be added to the costs of the actual work to be performed using the bid unit rates for each line item.

6. Costs of materials for work completed on a time and materials basis and paid for under Item #1 and #2 above shall include the cost of materials incorporated or consumed by actual work multiplied by the overhead and profit multiplier (for example a 10% mark-up would be shown as a multiplier of “1.10”). This multiplier does not apply to materials incorporated or consumed under the unit rates below.

7. Furnish all labor, tools, and materials required for removal and/or encapsulation of asbestos-containing materials for projects involving mechanical system insulation (See Section 13280). Unit price is per square foot of area from which material is to be removed.

8. Furnish all labor, tools, and materials required for removal and/or encapsulation of asbestos-containing materials for projects involving mechanical system insulation using conventional removal methods (See Section 13280). Unit price is per linear foot of piping.

9. Furnish all labor, tools, and materials required for glove bag removal of asbestos-containing materials for projects involving mechanical system insulation (See Section 13280). Unit price is per linear foot of piping.

10. Furnish all labor, tools, and materials required for removal of asbestos-containing pipe insulation and associated piping (cut and wrap – See Section 13280). Unit price is per linear foot of piping.

11. Furnish all labor, tools, and materials required for removal of asbestos-containing duct mastic. Unit price is per square foot of the total area of the duct exterior.

12. Unit price is per square foot of area from which material is to be removed.

13-15. Unit price is per square foot of resilient flooring. Unit price includes removal of associated cove base and/or cove base adhesive backing. Unit rates shall include costs for multiple layers of floor tile/vinyl sheeting that may exist in some areas.
APPENDIX F
BID TABULATION FORM

16. Unit price is per square foot of ceiling.

17-18. Unit prices are per square foot of cement panels. Where double-faced “sandwich” panels cement boards can be removed intact (both panels), square footage shall be calculated based on the dimensions of one face of the double-faced sandwich panels.

19. Unit prices are per square foot of cement shingles/siding.

20. Unit price is per square foot of surface to be cleaned.

21. Unit price is per linear foot of window/door sealant.

22. Unit price is per square foot of wall/ceiling mastic.
APPENDIX F
BID TABULATION FORM

UNIT RATES BID TABULATION FORM – ALTERNATE #1 INFORMATION
MOLD ABATEMENT

The Alternate #1 unit rates include all costs associated with the proper remediation and disposal of microbial-contaminated materials and wastes in accordance with the project specification. The above unit rates shall also include all costs associated with applicable local, state, federal, and other taxes and licenses in connection with this work (including social security, unemployment insurance, and sales or use taxes, etc.). Contractor shall possess all insurance requirements as set forth in the project documents, including evidence of “mold coverage”. “Mold exclusions” in the insurance policies will not be acceptable for performance of the microbial remediation work.

It is understood that it is at the Owner’s discretion to assign work associated with Alternate #1. The Owner will not be required to utilize the services of the Contractor for work associated with Alternate #1. However, upon request by the Owner, the Contractor shall honor the rates provided to perform the described work.

Containment requirements include, but are not limited to, the isolation of the work area, installation of critical barriers, use of contamination control procedures, establishment of pressurization control of the work area, and adherence to DCSB safety procedures. Microbial remediation procedures shall be conducted in a controlled/restrained manner to minimize the release of mold into the air and surroundings. The level of containment will be determined on a case by case basis. The Contractor shall utilize proper Personal Protective Equipment, PPE, during the course of work. Completion of microbial remediation work will be determined by Owner and/or Owner’s representative’s assessment of the work area.

It is further understood that the following limitations are set forth regarding the above unit rate figures:

1. The Owner will provide Contractor written authorization on an as-needed basis.

2. All unit rates shall be applied to total per project footages, not per work area. Therefore, the line item pricing associated with the work will be based on the total square footage when multiple building materials are affected.

3. The Contractor will be responsible for compliance with start and completion dates set forth on each written authorization.

4. The Contractor recognizes that a large portion of the work of this contract will be performed during nights, weekends, and holidays. The Contractor further recognizes and acknowledges that the above unit rates will include all costs associated with work on nights, weekends, and holidays.

5. All mobilizations are to be included in the unit rates. Contractor shall normally respond to requests for microbial remediation from the Duval County School Board within 24 hours; however, the contractor shall respond to emergencies, if required, at no additional cost.

6. Unit rates shall include all costs associated with repairs to building surfaces and systems arising from damages during the course of microbial remediation and related activities. These repairs may include, but are not limited to, painting, patching, and general restoration of building surfaces.
APPENDIX F
BID TABULATION FORM

DESCRIPTION OF LINE ITEMS FOR BID TABULATION FORM
SEE BID TABULATION FORM ALTERNATE ITEM #1 - MOLD ABATEMENT

LINE ITEM

23. Furnish all labor, tools and materials required for remediation of microbial-contaminated materials for projects involving wall systems (including wall cavity, insulation, and mechanical systems). Unit price is per square foot of material to be remediated or removed based on the corresponding category of work.

24. Furnish all labor, tools, and materials required for remediation of microbial-contaminated materials for projects involving ceiling systems (including ceiling grid, substrate, insulation, and mechanical systems). Note, three categories of work are listed: small, medium, and large. Unit price is per square foot of material to be remediated or removed based on the corresponding category of work.

25. Furnish all labor, tools, and materials required for remediation of microbial-contaminated materials for projects involving carpeting (including pad). Unit price is per square foot of material to be remediated or removed based on the corresponding category of work.

26. Furnish all labor, tools, and materials required for remediation of microbial-contaminated materials for projects involving thermal system insulation (including substrate). Unit price is per square foot of material to be remediated or removed based on the corresponding category of work.

27. Furnish all labor, tools, and materials required for remediation of microbial-contaminated materials requiring surface cleaning for projects involving non-porous building materials (including substrate). Unit price is per square foot of material to be remediated or removed based on the corresponding category of work.

28. Furnish all labor, tools, and materials required for remediation of microbial-contaminated materials requiring surface cleaning for projects involving porous building materials (including substrate). Unit price is per square foot of material to be remediated or removed based on the corresponding category of work.
APPENDIX F
BID TABULATION FORM

UNIT RATES BID TABULATION FORM – ALTERNATE #2 INFORMATION
LEAD BASED MATERIALS ABATEMENT

The Alternate #2 unit rates include all costs associated with the proper remediation and disposal of lead-based paint and wastes in accordance with the project specification. The unit rates shall also include all costs associated with applicable local, state, federal, and other taxes and licenses in connection with this work (including social security, unemployment insurance, and sales or use taxes, etc.). Contractor shall possess all insurance requirements as set forth in the project documents, including evidence of “lead-based paint coverage”. “Lead-Based Paint exclusions” in the insurance policies will not be acceptable for performance of the microbial remediation work.

It is understood that it is at the Owner’s discretion to assign work associated with Alternate #2. The Owner will not be required to utilize the services of the Contractor for work associated with Alternate #2. However, upon request by the Owner, the Contractor shall honor the rates provided to perform the described work.

Containment requirements include, but are not limited to, the isolation of the work area, installation of critical barriers, use of contamination control procedures, establishment of pressurization control of the work area, and adherence to DCSB safety procedures. Lead Based Paint remediation procedures shall be conducted in a controlled/restrained manner to minimize the release of lead dust or debris into the air and surroundings. The level of containment will be determined on a case by case basis. The Contractor shall utilize proper Personal Protective Equipment, PPE, during the course of work. Completion of Lead Based Paint remediation work will be determined by Owner and/or Owner’s representative’s assessment of the work area.

It is further understood that the following limitations are set forth regarding the above unit rate figures:

1. The Owner will provide Contractor written authorization on an as-needed basis.

2. All unit rates shall be applied to total per project footages, not per work area. Therefore, the line item pricing associated with the work will be based on the total square footage when multiple building materials are affected.

3. The Contractor will be responsible for compliance with start and completion dates set forth on each written authorization.

4. The Contractor recognizes that a large portion of the work of this contract will be performed during nights, weekends, and holidays. The Contractor further recognizes and acknowledges that the above unit rates will include all costs associated with work on nights, weekends, and holidays.

5. All mobilizations are to be included in the unit rates. Contractor shall normally respond to requests for microbial remediation from the Duval County School Board within 24 hours; however, the contractor shall respond to emergencies, if required, at no additional cost.

6. Unit rates shall include all costs associated with repairs to building surfaces and systems arising from damages during the course of microbial remediation and related activities. These repairs may include, but are not limited to, painting, patching, and general restoration of building surfaces.
APPENDIX F
BID TABULATION FORM

DESCRIPTION OF LINE ITEMS FOR BID TABULATION FORM
ALTERNATE ITEM #2 – LEAD BASED MATERIALS ABATEMENT

LINE ITEM

29. Furnish all labor, tools and materials required for remediation of lead-based paint on an interior door and frame as a whole architectural component and disposal as non-hazardous waste. Unit price is each door and frame combination to be removed based on the corresponding category of work.

30. Furnish all labor, tools and materials required for remediation of lead-based paint on an exterior door and frame as a whole architectural component and disposal as non-hazardous waste. Unit price is each door and frame combination to be removed based on the corresponding category of work.

31. Furnish all labor, tools and materials required for remediation of lead-based paint on a window sash as a whole architectural component and disposal as non-hazardous waste. Unit price is each window sash to be removed based on the corresponding category of work.

32. Furnish all labor, tools and materials required for remediation of lead-based paint on a window sash and frame as a whole architectural component and disposal as non-hazardous waste. Unit price is each window and sash combination to be removed based on the corresponding category of work.

33. Furnish all labor, tools and materials required for remediation of lead-based paint on a window component as a whole architectural component and disposal as non-hazardous waste. Unit price is each component to be removed based on the corresponding category of work.

34. Furnish all labor, tools and materials required for remediation of lead-based paint on exterior, mechanical fastened soffit, trim or fascia as a whole architectural component and disposal as non-hazardous waste. Unit price is per square foot of material to be removed based on the corresponding category of work.

35. Furnish all labor, tools and materials required for remediation of lead-based paint on interior wall or ceiling as a whole architectural component and disposal as non-hazardous waste. Unit price is per square foot of material to be removed based on the corresponding category of work.

36. Furnish all labor, tools and materials required for remediation of lead-based paint on interior wall or ceiling by mechanical stripping to the substrate and disposal as non-hazardous waste. Unit price is per square foot of material to be removed based on the corresponding category of work.

37. Furnish all labor, tools and materials required for remediation of lead-based paint on exterior wall or ceiling by mechanical stripping to the substrate and disposal as non-hazardous waste. Unit price is per square foot of material to be removed based on the corresponding category of work.

38. Furnish all labor, tools and materials required for remediation of lead-based paint on interior trim by mechanical stripping to the substrate and disposal as non-hazardous waste. Unit price is per square foot of material to be removed based on the corresponding category of work.

39. Furnish all labor, tools and materials required for remediation of lead-based paint on exterior trim by mechanical stripping to the substrate and disposal as non-hazardous waste. Unit price is per square foot of material to be removed based on the corresponding category of work.
40. Furnish all labor, tools and materials required for remediation of lead-based paint on interior trim by chemical stripping to the substrate and disposal as non-hazardous waste. Unit price is per square foot of material to be removed based on the corresponding category of work.

41. Furnish all labor, tools and materials required for remediation of lead-based paint on exterior trim by chemical stripping to the substrate and disposal as non-hazardous waste. Unit price is per square foot of material to be removed based on the corresponding category of work.

42. Furnish all labor, tools, and materials required for clean-up of lead dust hazards using wet method or HEPA vacuums on non-porous surfaces. Unit price is per square foot of surface to be cleaned based on the corresponding category of work.

43. Furnish all labor, tools, and materials required for surface preparation and film stabilization of lead-based paint coatings, ready to receive new paint overcoating by others. Unit price is per square foot of surface to be prepared or stabilized based on the corresponding category of work.

44. Furnish all labor, tools, and materials required for remediation of lead soil hazards by removal and disposal as non-hazardous waste. Unit price is per square foot to a 2 inch depth of soil to be removed based on the corresponding category of work.

45. Furnish all labor, tools, and materials required for the proper handling, containerization, recordkeeping, and disposal of waste containing hazardous amounts of leachable lead. Unit price is per 55-gallon drum.

46. Furnish all labor, tools, and materials required for remediation of lead-based paint coatings requiring encapsulation (20 Year Warranty) of interior or exterior wall, ceiling or trim surfaces. Unit price is per square foot of material to be encapsulated based on the corresponding category of work.
**APPENDIX F**
**BID TABULATION FORM**

**UNIT RATE BID TABULATION FORM**
**DUVAL COUNTY PUBLIC SCHOOLS**
**ASBESTOS REMOVAL SERVICES ON AN ANNUAL CONTRACT BASIS**

**DCBS PROJECT NO.: M-83700**
**OFDC RFP-001-18**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid - Asbestos Abatement (From Bid Tab)</td>
<td></td>
</tr>
<tr>
<td>Bid Alternate #1 - Mold Abatement (From Bid Tab)</td>
<td></td>
</tr>
<tr>
<td>Bid Alternate #2 - Lead Based Paint Abatement (From Bid Tab)</td>
<td></td>
</tr>
</tbody>
</table>

**Total Bid:**
<table>
<thead>
<tr>
<th>LI</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>QUANTITY(S)</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td><strong>GENERAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Hourly rate for miscellaneous worker labor (i.e. Furniture moving)</td>
<td>Hours</td>
<td>400</td>
<td>X</td>
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</tr>
<tr>
<td>2</td>
<td>Hourly rate for miscellaneous supervisor labor (i.e. Furniture moving)</td>
<td>Hours</td>
<td>120</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Provide required submittals and mobilization of all labor, tools, and materials required for removal, repair, and/or encapsulation of asbestos-containing materials, and related repairs for projects involving up to and including 1,000 square feet or 100 linear feet of asbestos-containing material, lead based paint, or mold</td>
<td>Each</td>
<td>35</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Provide required submittals and mobilization of all labor, tools, and materials required for removal, repair, and/or encapsulation of asbestos-containing materials, and related repairs for projects involving 1,001 square feet or 101 linear feet up to and including 2,000 square feet/200 linear feet of asbestos-containing material, lead based paint, or mold</td>
<td>Each</td>
<td>10</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Provide required submittals and mobilization of all labor, tools, and materials required for removal, repair, and/or encapsulation of asbestos-containing materials, and related repairs for projects involving greater than 2,001 square feet or 201 linear feet of asbestos-containing material, lead based paint, or mold</td>
<td>Each</td>
<td>10</td>
<td>X</td>
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</tr>
<tr>
<td>6</td>
<td>Mark-Up on Materials</td>
<td>Mark-Up Multiplier</td>
<td>$1,000</td>
<td>X</td>
<td>%</td>
</tr>
<tr>
<td>B</td>
<td><strong>REMOVE MECHANICAL SYSTEM INSULATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Remove and dispose of as ACM insulation from boilers, stacks and ducts</td>
<td>Square feet</td>
<td>50</td>
<td>X</td>
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</tr>
<tr>
<td>8</td>
<td>Remove and dispose of as ACM insulation from piping – Gross Removal</td>
<td>Linear feet</td>
<td>50</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Remove and dispose of as ACM insulation from piping – Glove Bag Removal</td>
<td>Linear feet</td>
<td>50</td>
<td>X</td>
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<tr>
<td>10</td>
<td>Remove and dispose of as ACM insulation from piping, including piping – Cut and Wrap Method</td>
<td>Linear feet</td>
<td>50</td>
<td>X</td>
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<tr>
<td>11</td>
<td>Remove and dispose of as ACM duct mastic, including insulation</td>
<td>Square feet</td>
<td>50</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td><strong>REMOVE SURFACING MATERIAL</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>12</td>
<td>Remove and dispose of as ACM acoustical spray from ceilings, walls, beams, structural members/surfaces, etc.</td>
<td>Square feet</td>
<td>200</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td><strong>REMOVE MISCELLANEOUS MATERIAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Remove and dispose of as ACM floor tile or sheet vinyl, including adhesive, from concrete substrate</td>
<td>Square feet</td>
<td>40,000</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Remove and dispose of as ACM floor tile or sheet vinyl, including adhesive, from wood substrate</td>
<td>Square feet</td>
<td>50</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Remove and dispose of as ACM floor tile or sheet vinyl, including removal of wooden substrate</td>
<td>Square feet</td>
<td>15,000</td>
<td>X</td>
<td></td>
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<tr>
<td>16</td>
<td>Remove and dispose of as ACM ceiling tile and grid system</td>
<td>Square feet</td>
<td>50</td>
<td>X</td>
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</tr>
<tr>
<td>17</td>
<td>Remove and dispose of as ACM mechanically fastened asbestos cement products and debris</td>
<td>Square feet</td>
<td>50</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Pick-up and disposal as ACM of asbestos cement panels</td>
<td>Square feet</td>
<td>50</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Remove and dispose of as ACM of asbestos cement shingles/siding</td>
<td>Square feet</td>
<td>50</td>
<td>X</td>
<td></td>
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<tr>
<td>20</td>
<td>General surface clean (wet wipe and HEPA vacuum)</td>
<td>Square feet</td>
<td>50</td>
<td>X</td>
<td></td>
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<tr>
<td>21</td>
<td>Remove and dispose of as ACM window/door frame sealant</td>
<td>Linear feet</td>
<td>5,000</td>
<td>X</td>
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<tr>
<td>22</td>
<td>Remove and dispose of as ACM wall or ceiling mastic</td>
<td>Square Foot</td>
<td>50</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

**Base Bid Subtotal:**
### APPENDIX F
BID TABULATION FORM

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**UNIT RATE BID TABULATION FORM – ALTERNATE #1**
DUVAL COUNTY PUBLIC SCHOOLS
ASBESTOS ABATEMENT AND ENVIRONMENTAL SERVICES ON AN ANNUAL CONTRACT BASIS
(MOLD ABATEMENT SERVICES)
DCPS PROJECT NO.: M-83700

<table>
<thead>
<tr>
<th>LI</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>QUANTITIES</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Remove of and Dispose of Mold Affected Drywall (Non-ACM)</td>
<td>Square feet</td>
<td>2500</td>
<td>X</td>
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<tr>
<td>24</td>
<td>Remove of and Dispose of Mold Affected Ceiling Tile (Non-ACM)</td>
<td>Square feet</td>
<td>2500</td>
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<tr>
<td>25</td>
<td>Remove of and Dispose of Mold Affected Carpeting (Non-ACM)</td>
<td>Square feet</td>
<td>2500</td>
<td>X</td>
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<tr>
<td>26</td>
<td>Remove of and Dispose of Mold Affected Thermal System Insulation (Non-ACM)</td>
<td>Linear feet</td>
<td>350</td>
<td>X</td>
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<tr>
<td>27</td>
<td>General Surface Clean (Non-Porous Mold Affected Areas)</td>
<td>Square feet</td>
<td>1000</td>
<td>X</td>
<td></td>
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<tr>
<td>28</td>
<td>General Surface Clean (Porous Mold Affected Areas)</td>
<td>Square feet</td>
<td>1000</td>
<td>X</td>
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**Bid Alternate #1 Subtotal:** 
## APPENDIX F
### BID TABULATION FORM

**UNIT RATE FORM – ALTERNATE #2**
**DUVAL COUNTY PUBLIC SCHOOLS**
**ASBESTOS ABATEMENT AND ENVIRONMENTAL SERVICES ON AN ANNUAL CONTRACT BASIS**
(LEAD ABATEMENT SERVICES)
**DCPS PROJECT NO.: M-83700**

<table>
<thead>
<tr>
<th>LI</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>QUANTITY(S)</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Remove and Dispose of Interior Door and Frame with LBP as whole architectural component</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Remove and Dispose of Exterior Door and Frame with LBP as whole architectural component</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Remove and Dispose of Window and Frame with LBP as whole architectural component</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Remove and Dispose of Window Sash with LBP as whole architectural component</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Remove and Dispose of Window Component with LBP as whole architectural component</td>
<td>Each</td>
<td>5</td>
<td>X</td>
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</tr>
<tr>
<td>34</td>
<td>Remove and Dispose of Mechanically Fastened Exterior Trim or Fascia with LBP as whole architectural component</td>
<td>Square feet</td>
<td>100</td>
<td>X</td>
<td></td>
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<tr>
<td>35</td>
<td>Remove and Dispose of Interior Wall System with LBP as whole architectural component</td>
<td>Square feet</td>
<td>100</td>
<td>X</td>
<td></td>
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<tr>
<td>36</td>
<td>Remove and Dispose of Interior Wall or Ceiling LBP Coating System to Substrate – Mechanical Stripping</td>
<td>Square feet</td>
<td>100</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Remove and Dispose of Exterior Wall or Ceiling LBP Coating System to Substrate – Mechanical Stripping</td>
<td>Square feet</td>
<td>100</td>
<td>X</td>
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</tr>
<tr>
<td>38</td>
<td>Remove and Dispose of Interior Trim LBP Coating System to Substrate – Mechanical Stripping</td>
<td>Square feet</td>
<td>100</td>
<td>X</td>
<td></td>
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<tr>
<td>39</td>
<td>Remove and Dispose of Exterior Trim LBP Coating System to Substrate – Mechanical Stripping</td>
<td>Square feet</td>
<td>100</td>
<td>X</td>
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<tr>
<td>40</td>
<td>Remove and Dispose of Interior Trim LBP Coating System to Substrate – Chemical Stripping</td>
<td>Square feet</td>
<td>100</td>
<td>X</td>
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<tr>
<td>41</td>
<td>Remove and Dispose of Exterior Trim LBP Coating System to Substrate – Chemical Stripping</td>
<td>Square feet</td>
<td>100</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Wet Clean and HEPA Vacuum Non-Porous Surfaces</td>
<td>Square feet</td>
<td>1000</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Surface Preparation of LBP to Receive New Coatings</td>
<td>Square feet</td>
<td>1000</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Remove and Dispose of Lead Contaminated Soil (2” Depth)</td>
<td>Square feet</td>
<td>100</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Manifest, Transport, and Properly Dispose of Lead Hazardous Waste</td>
<td>Per 55 gal Drum</td>
<td>2</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Encapsulation of Interior or Exterior LBP Wall, Ceiling, or Trim (20 Year Warranty)</td>
<td>Square feet</td>
<td>500</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

**Bid Alternate #2 Subtotal**
POLICY AND REQUIREMENTS

A. POLICY

It is an official policy of the DCPS to ensure the equitable participation of Small Business Enterprises (SBE) and Minority/Women Business Enterprises (M/WBEs) in its contract awards based upon availability. It is the DCPS’ intent in adopting this program to reflect the philosophy with regard to enhancing participation of Small Business Enterprises and Minority/Women Business Enterprise in all areas of procurement.

B. BIDDER OBLIGATION

BIDDER is required to make all efforts reasonably necessary to ensure that Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs) have a full and fair opportunity to compete for performance on this project. BIDDER shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. SUBMITTAL REQUIREMENTS

The BIDDER’s submission must include all documentation required both by the contract and applicable rules, as evidence of SBE and M/WBE participation, which must include but is not limited to the following:

1) OEO FORM 1, Proposed Schedule of Participation for Base Bid. This form must be submitted with the bid and must include the following information:

   a) The name, current telephone number and SBE or M/WBE classification for each firm that is participating on the contract.

   b) A description of the scope of work, materials, equipment or services to be furnished by the certified SBE and/or M/WBE subcontractor, sub BIDDER or supplier that is listed to participate in the contract; if a building trade is divided between two subcontractors, a detailed description of the scope of work, materials, equipment or services, slated to be performed by each must be provided;

   c) The agreed-upon dollar value for such work, materials, equipment or services, slated to be performed by each named SBE and/or M/WBE firm;

   d) Please note that SBEs and/or M/WBEs participating on DCPS projects must be certified as an SBE and/or M/WBE with the DCPS Office of Economic Opportunity, prior to the bid opening.

   e) The percentage of the SBE and/or M/WBE participation will be evaluated in comparison to the base bid price quoted by the Construction Manager.

   f) In the event the bidder or proposer is not submitting any proposed SBE or M/WBE firms, OEO Form 1 should be so annotated and submitted with the bid or proposal. A completed OEO Form 4 is then required to be submitted with the bid or proposal. Failure to provide completed OEO Form 4 in this situation shall result in bid rejection.
2) **OEO FORM 1A, Proposed Schedule of Participation for Alternate Bid Items.** If there are any alternate bid items, a separate Form 1A must be submitted with the bid for each Alternate Bid Item and must include the following information:

a) The name, current telephone number and SBE or M/WBE classification for each firm that is participating on the contract.

b) A description of the scope of work, materials, equipment or services to be furnished by the certified SBE and/or M/WBE subcontractor, sub BIDDER or supplier that is listed to participate in the contract; if a building trade is divided between two subcontractors, a detailed description of the scope of work, materials, equipment or services, slated to be performed by each must be provided;

c) The agreed-upon dollar value for such work, materials, equipment or services, slated to be performed by each named SBE and/or M/WBE firm;

d) Please note that SBEs and/or M/WBEs participating on DCPS projects must be certified as an SBE and/or M/WBE with the DCPS Office of Economic Opportunity, prior to the bid opening.

e) The percentage of the SBE and/or M/WBE participation will be evaluated in comparison to the base bid price quoted by the Construction Manager.

3) **OEO FORM 2, Letter of Intent to Perform as a SBE and/or M/WBE Subcontractor.** This form is to be completed by the Subcontractor and submitted with the Bid.

4) **OEO FORM 2A, Identification Affidavit.** This form is to be completed by the Subcontractor and submitted with the Bid.

5) **OEO FORM 3, Prime Contractor Affidavit.** This form is to be completed by the BIDDER, sworn and subscribed before a notary, and included in the bid/proposal.

6) **OEO FORM 4, Pre award waiver for Good Faith Efforts.** In the event the BIDDER is unable to obtain bids/quote from SBE and/or M/WBE subcontractors that equal or exceed the percentages established in the participation goals, he or she shall submit OEO Form 4 with his bid. Good Faith Effort will be determined by a point system. BIDDERS will need a minimum score of 80 points in order to demonstrate a good faith effort.

D. **PARTICIPATION GOALS**

The following goals and conditions apply to this contract and submissions of bids by prospective Subcontractors shall constitute full acceptance of all conditions outlined in the bid documents.

The attainment of SBE and M/WBE participation goals established for this contract will be measured as a percentage of the bid. The goals established for this contract are: **ENCOURAGEMENT BASED ON NUMBER OF AVAILABLE SBEs and M/WBEs.**

E. **EXCLUSIONARY AGREEMENTS**

Agreements between any bidder and SBE and/or M/WBE in which the SBE or M/WBE promises not to provide subcontracting quotations to other bidders are prohibited.
F. DEFINITIONS

1) SMALL BUSINESS ENTERPRISE (SBE)

SBE means an independently owned and operated business that is not dominate in its field of operation and is performing a commercially useful function whose principal place of business is located in Baker, Clay, Duval, Nassau or St. Johns’ County that meets the DCPS defined eligibility criteria.

2) MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE)

M/WBE means a small business concern, which is at least 51 percent, owned by one or more minority persons or member of an insular group that is of a specific racial, ethnic, or gender makeup or national origin which has been subjected to disparate treatment due to identification in and with that group resulting in a underrepresentation of commercial enterprises under the group’s control and whose management and daily business operations are controlled by such person. The company primary place of business must be located is in Baker, Clay, Duval, Nassau, or St. Johns County.

3) CONTROL

Whether the SBE and/or Minority/Women Owned Business is listed as a sole proprietor, joint venturer or corporation with at least 51% ownership, they shall possess the necessary licenses and the power to direct or cause the direction of the management and policies of the firm and to make the day-to-day as well as major decisions on matters of management, policy and operations.

4) OEO FORM 1 - PARTICIPATION CATEGORIES

a) SUBCONTRACTOR: Any SBE and/or Minority/Women Business Enterprise capable of furnishing to the BIDDER, labor, professional services, materials, supplies, equipment, transportation, management or supervision necessary to accomplish the work under this contract.

b) MANUFACTURER: A firm that operates or maintains a factory or establishment that produces, on its premises, materials or supplies obtained by the BIDDER of incorporation into the Project.

c) SUPPLIER: A firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for this contract are brought, kept in stock and regularly sold to the public in the usual course of business. To be a supplier, the SBE or M/WBE must engage in as its principal business and in its own name, the purchase and sale of the products in question. A supplier of such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution of the products. Brokers and packagers shall not be regarded as suppliers within the meaning of this section.

d) SERVICES: A business or individual who performs the furnishing of a professional service such as engineering, architecture, etc., and/or the furnishing of labor, time, or effort to a BIDDER, not involving the delivery of a specific end product other than reports which
are merely incidental to the required performance. This term shall not include services provided pursuant to employment agreements or collective bargaining agreements.

**OEO DIRECTORY**

A directory of certified SBEs and M/WBEs can be obtained on the following website: www.duvalschools.org/oeo

**G. SUBCONTRACTS**

Bidders may count towards the established SBE goal and/or the established M/WBE goals only subcontractors, suppliers, manufacturers and sub BIDDERs who are certified and hold the necessary license to do the work or provide the materials for which they are listed.

**H. EVALUATION OF OEO PARTICIPATION**

In order to count the SBE when there is an established SBE goal and/or M/WBE when there is an established M/WBE goal, the BIDDER will submit the OEO FORM 1, Schedule of Participation, which includes SBE and/or M/WBE contact phone number, quotation, description of work, materials, equipment or services, OEO FORM 2, Letter of Intent, OEO FORM 2A, Identification Affidavit, and OEO FORM 3 Prime Contractor affidavit certifying the BIDDER has requested and received bid quotations from the SBE and/or M/WBE firms listed in their bid/proposal documents. DCPS will attempt to confirm the contents of the submission by contacting SBE firms when there is an established SBE goal and M/WBE firms, when there is an established M/WBE goal, by telephone or certified letter, return receipt requested, within two workdays after the date of letting.

1) The established goal or goals shall be applied to the base bid value of the contract and be reflected in the monetary portion spent on subcontracts for consulting and construction services awarded to those SBEs and/or M/WBEs meeting contracting specifications, unless otherwise specified.

2) Credit toward the goal or goals for majority bidders will be based on the percentage of work actually performed by the SBEs and/or M/WBEs.

3) Bidders may count toward the established goal or goals only subcontractors, suppliers, manufacturers and sub BIDDERs who are certified and licensed to do the work for which they are listed.

4) Bidders may count first- and second-tier subcontracts toward the meeting of the established goals. If the subcontracting opportunity is second tier, please denote this in the left hand margin on OEO FORM 1. **NOTE:** Additional information may be requested as it pertains to these opportunities.

5) Bidders may count toward goals 60% of its expenditures for materials and supplies required under a contract and obtained from a SBE and/or M/WBE supplier, and 100% of all expenditures to an SBE or M/WBE manufacturer.

   a) For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on its premises the materials or supplies obtained by the bidder.
b) For purposes of this section, a supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

6) If a DCPS certified SBE or a DCPS certified M/WBE bidder bids as a prime BIDDER, he or she can meet the designated goal under his or her minority status. However, SBEs and M/WBEs bidders are required to meet the goals of the remaining categories or submit a Pre-Waiver for Good Faith Efforts (Form 4) with the bid.

7) Credit toward the SBE goal and/or M/WBE goal allowed for a joint venture with SBE or M/WBE will be determined by the percentage of ownership and control of the SBE or M/WBE participants in the joint venture. The eligibility of an SBE or M/WBE joint venture will be determined on a project-by-project basis. A joint venture must be certified as a SBE or M/WBE joint venture in order for the participation of the SBE or M/WBE partner to be counted toward the SBE goal and/or M/WBE goal requirement. The SBE or M/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least 25 percent and the SBE or M/WBE partner must be responsible for a clearly defined portion of the work to be performed. Joint Venture Certification Applications are available upon request from the DCPS Office of Economic Opportunity. Joint Venture Certifications are required for each project the venture plans to participate in.

I. EVIDENCE OF SATISFACTORY GOOD FAITH EFFORT

In the event the BIDDER is unable to obtain bids/quote from SBE and/or M/WBE subcontractors that equal or exceed the percentages established in the participation goals, he or she shall submit OEO Form 4 with his bid. Good Faith Effort will be determined by a point system. BIDDERS will need a minimum score of 80 points in order to demonstrate a good faith effort.

J. SUBCONTRACT AWARD

Award of the subcontract will be conditioned upon submission of SBE and M/WBE participation information with the proposal and upon satisfaction of the contract goals.

K. POST AWARD REQUIREMENTS

1) After the award of the subcontract, failure on the part of the BIDDER to employ SBE and M/WBEs to fulfill the scope of work they were listed for at a percentage level equal to or higher than stated on OEO FORM 1, shall constitute a material breach of contract and default justifying termination.

2) Upon request of approval for a change order, the OEO shall be notified. If it is for additional scope of work goals may be set accordingly.

3) Nothing contained herein shall be construed to require the BIDDER to award a subcontract to an SBE and/or M/WBE if it is not the lowest conforming bid.
L. REPORTING

After award, the BIDDER shall submit the following:

1) A monthly summary of actual SBE and M/WBE participation using OEO FORM 5, on a monthly basis.

2) An OEO FORM 6, OEO CHANGE ORDER FORM, along with all proposal documents requesting a Change Order(s).

3) A Project Summary is required upon completion that will include the original scope of the project and any change orders. This summary should include the SBE and/or M/WBEs that participated on the project, the amount they were paid and any monies owed them and the reason for them being withheld. Failure to submit these documents in conjunction with the pay request shall result in a withholding of payment until the BIDDER has submitted the required documentation. BIDDER is required to maintain records of the SBE and/or M/WBE summaries for three (3) years.

4) This information should be forwarded directly to:

   Beth M. Tramel, Supervisor
   Office of Economic Opportunity
   4880 Bulls Bay Highway
   Jacksonville, FL 32219
   (904) 858-1480 (phone) / (904) 858-1492 (fax)

M. PROMPT PAYMENT

This contract requires the BIDDER to certify in writing that all Subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the BIDDER prior to receipt of any further progress payments. Upon completion of the contract, the DCSB shall require documentation to certify that payments to such Subcontractors or suppliers have been made.

This provision in no way creates any contractual relationship or obligation between any Subcontractor and the DCSB or any liability on the DCSB for the BIDDER’s failure to make timely payments to the Subcontractor. However, any BIDDER’s failure to comply with this provision shall constitute a breach of its contractual obligations with the DCSB contract.

N. SUBSTITUTIONS

If the BIDDER wishes to make a substitution of an SBE and/or M/WBE Subcontractor or a joint venture, the bidder must:

1) Submit satisfactory written proof of "noncompliance" to the Office of Economic Opportunity and to the Assistant Superintendent of Facilities Services. (The term "noncompliance" is defined as facts and circumstances that substantially demonstrates a material breach by the Subcontractor of the contract between it and the BIDDER);

2) Not make any substitutions until all information submitted has been reviewed and approved by the Office of Economic Opportunity;
3) Substitute a certified SBE for contracts that have an SBE goal and/or M/WBE for contracts that have an M/WBE goal, in the same category, performing the same work, as the Subcontractor being replaced, and;

4) Not contract for an amount lower than the amount submitted by the Subcontractor being replaced;

5) Comply with all conditions of Article 5 of the Agreement between Owner and Construction Manager.

O. ADDITIONAL SUBCONTRACTING OPPORTUNITIES

All bidders shall incorporate the OEO participation, policy, conditions and instructions in all agreements which offer further contracting opportunities, including but not limited to change orders.

1) Change Order: If the trade is within those included in the bid and an SBE and/or M/WBE was listed for that portion of the project, then the same SBE and/or M/WBE should be used for the alternate.

2) If the Change Order is within a different trade and presents further subcontracting opportunity beyond current subcontracting trades, the BIDDER must meet goals or demonstrate good faith efforts to further include SBE and/or M/WBE participation.

P. COMPLIANCE

The BIDDER participating in this project are hereby notified that failure to fully comply with the DCSB's OEO policy as set forth herein shall constitute a breach of the contract which may result in termination of the contract or other remedy as permitted by law and DCSB policy. Such sanctions may include but are not limited to the following:

A. Removal from the OEO Directory;
B. Withholding Retainage until the deficiency is remedied;
C. A negative evaluation of good faith effort on future projects for up to two (2) years;

The terms of this document shall survive the awarding of the bid and shall be incorporated in the terms and conditions of the subsequent contract between the parties.

END
### PROPOSED SCHEDULE OF SBE and M/WBE PARTICIPATION (FORM 1)

**Company Name:**

**Project Title:**

**Date:**

<table>
<thead>
<tr>
<th>Code (see below)</th>
<th>Firm Name</th>
<th>Phone #</th>
<th>Scope of Work to be Subcontracted (indicate if the Contract will include Labor and Material)</th>
<th>Dollar Value</th>
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<tbody>
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<thead>
<tr>
<th>Codes</th>
<th>Code Description</th>
<th>Total Dollar Value ($)</th>
<th>Percentage of Base Bid (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA</td>
<td>African American Participation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HANA</td>
<td>Hispanic, Asian, Native American Participation</td>
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<td></td>
</tr>
<tr>
<td>WBE</td>
<td>Women Owned Participation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>Small Business Enterprise</td>
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<tr>
<td>TOTAL</td>
<td>Participation</td>
<td></td>
<td></td>
</tr>
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</table>

The undersigned will enter into a formal Agreement with the SBE and/ or M/WBE firms (Subcontractors/Proposers) identified herein for work listed in this schedule conditioned upon execution of a contract with the Duval County Public School.

**Signature:**

**Title:**

Under penalties of perjury, I declare that I have read for foregoing conditions and instructions and the facts as revealed to the DCPS herein are true to the best of my knowledge and beliefs.

This form is required by DCPS and must be submitted with the bidder’s or proposer’s response to bid or Request for Proposal (RFP). If this Form 1 or OEO Form 4 (if the SBE and/or M/WBE goal is not met as outlined in the specifications) is not submitted at the time of submittal, the bid or proposal will be rejected.

**OEO Form 1**

**Revised May 2015**
## APPENDIX G

### OFFICE OF ECONOMIC OPPORTUNITY PARTICIPATION

**PROPOSED SCHEDULE OF SBE and M/WBE PARTICIPATION**

(ON ALTERNATE NO. _____) (Form 1A)

<table>
<thead>
<tr>
<th>Code</th>
<th>Firm Name</th>
<th>Phone #</th>
<th>Scope of Work to be Subcontracted (indicate if the Contract will include Labor and Material)</th>
<th>Dollar Value</th>
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<table>
<thead>
<tr>
<th>Codes</th>
<th>Code Description</th>
<th>Total Dollar Value ($)</th>
<th>Percentage of Base Bid (%)</th>
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<td>AA</td>
<td>AFRICAN AMERICAN</td>
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<td></td>
</tr>
<tr>
<td>HANA</td>
<td>Hispanic, Asian, Native American Participation</td>
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</tr>
<tr>
<td>WBE</td>
<td>Women Owned Participation</td>
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<td></td>
</tr>
<tr>
<td>SBE</td>
<td>Small Business Enterprise</td>
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<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>Participation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The undersigned will enter into a formal Agreement with the SBE and/or M/WBE firms (Subcontractors/Proposers) identified herein for work listed in this schedule conditioned upon execution of a contract with the Duval County Public School.

**Signature:**

**Title:**

Under penalties of perjury, I declare that I have read for foregoing conditions and instructions and the facts as revealed to the DCPS herein are true to the best of my knowledge and beliefs.

---

**OEO Form 1A**

Revised May 2015

Industrial Hygiene and Environmental Consulting Services on an Annual Contract Basis

DCSB Project No. M-83700
LETTER OF INTENT TO PERFORM AS A SBE and /or M/WBE SUBCONTRACTOR/PROPOSER
(OEO FORM 2)

TO: ________________________________________________________________

(The name of General Contractor/Bidder)

DCSB PROJECT NAME & NO.: ____________________________________________

The undersigned intends to perform work in connection with the above project as (check one):

[ ] an individual  [ ] a corporation  [ ] a partnership  [ ] a joint venture

The status of the undersigned is confirmed as a qualified SBE and/or M/WBE contractor by the DCSB Office of Economic Opportunity.

The undersigned is prepared to perform the following work in connection with the above project:

______________________________________________________________

(Specify in detail, work items or parts thereof to be performed)

at the following price: $______________ Of which, _________ Percent (%) of the dollar value of this subcontract will be sublet and/or awarded to non-minority subcontractors.

The undersigned agrees to enter into a formal Agreement with you to perform the above work, if you are awarded the prime contract.  (For Professional Services contracts, proposers need not enter into contractual agreements with any SBE or M/WBE at this time.)

____________________________________  ________________________  ________________________
(S/MBE Firm Name)  (Type or Print Name)  (Telephone Number)

____________________________________  ________________________  ________________________
(S/MBE Firm Address)  (Signature)  (Fax Number)

____________________________________  ________________________  ________________________
(City State & Zip Code)  (Title)

____________________________________  ________________________  ________________________
(M/WBE Firm Name)  (Type or Print Name)

____________________________________  ________________________  ________________________
(M/WBE Firm Address)  (Signature)

____________________________________  ________________________  ________________________
(City State & Zip Code)  (Title)

OEO FORM 2
Revised 2/2015
OFFICE OF ECONOMIC OPPORTUNITY
IDENTIFICATION AFFIDAVIT
(Form 2A)

STATE OF ___________________
COUNTY OF _________________
I HEREBY DECLARE AND AFFIRM THAT I AM THE ________________________________
____________________________________________________________________________________
(Give Title: Owner, President and duly authorized representative of Co-Venturer, etc.)
____________________________________________________________________________________
(Name of Firm)
____________________________________________________________________________________
(Address)

I hereby declare and affirm that I am a certified Small Business Enterprise (SBE) with DCPS and/or a Minority/ Women Business Enterprise (M/WBE) with DCPS as defined by the contract documents cited below, and that I will provide on request information to document this fact.

This firm is interested in quoting/bidding on the following categories of work being procured by the Duval County School Board under Project No. _______________.

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
(Specify in detail, work items or parts thereof to be performed)
Attachment

Under penalties of perjury I declare that I have read the foregoing conditions and instruction and the facts are true to the best of my knowledge and beliefs.

____________________________________________________________________________________
(Date) ____________________________  (Signature) ____________________________  (Title) ____________________________

OEO Form 2A
Revised 2/2015
PRIME CONTRACTOR AFFIDAVIT

STATE OF _______________
COUNTY OF _______________

BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED _____________
_______________________________________________ (NAME OF CONTRACTOR) HEREBY KNOWN AS THE

“AFFIANT,” WHO BEING BY ME FIRST DULY SWORN, DEPOSES, AND SAYS:

THAT THE AFFIANT IS A CONTRACTOR WHO IS SUBMITTING A BID ON A DUVAL COUNTY PUBLIC SCHOOL PROJECT.

THAT IN CONJUNCTION WITH THE SUBMISSION OF THIS BID IN ORDER TO COMPLY WITH THE REQUIREMENTS OF THE DUVAL COUNTY SCHOOL BOARD’S SMALL AND MINORITY/ WOMEN BUSINESS PROGRAM, THE AFFIANT, PRIOR TO THE DATE OF THIS AFFIDAVIT, HAS CONTACTED THE SUBCONTRACTORS LISTED ON THE OFFICE OF ECONOMIC OPPORTUNITY (OEO) FORM 1, SCHEDULE OF SBE AND/OR M/WBE PARTICIPATION, WHO HAS AGREED TO ENTER INTO A CONTRACT ON THE PROJECT ASSUBCONTRACTORS/SUPPLIERS FOR THE WORK INDICATED IN THE BID TO THE DCPS.

_______________________________________
AFFIANT’S NAME

SWARE TO AND SUBSCRIBED BEFORE ME UNDER OATH THIS ____________ DAY OF
________________________ 20 ___.

_______________________________________
NOTARY PUBLIC’S SIGNATURE

_______________________________________
NOTARY PUBLIC’S NAME (TYPE OR PRINT)

PERSONALLY KNOWN ________________ PRODUCED IDENTIFICATION ________________

TYPE OF IDENTIFICATION PRODUCED ____________________________

OEO FORM 3
12/2014
Pre-Award Waiver for Good Faith Efforts
(OEO Form 4)
Note: Completion of this form is not required if established goals are met or exceeded.

☐ Minority/Women Business Enterprises (M/WBE)  ☐ Small Business Enterprise (SBE)

CONTRACTOR FIRM: ____________________________________________

PROJECT TITLE: ________________________________________________

PROJECT NUMBER:DATE: ____________________________

The bidder may request a full or partial waiver of the mandatory Small, Minority and Women Business Enterprise goals established for the project for good cause by submitting this Form 4 and documentation to the OEO. Under no circumstances shall waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the vendor and careful review by the OEO. **A prime contractor will need a minimum score of 80 points in order to demonstrate a good faith effort.** Any act or omission by the District shall not relieve the bidder of this responsibility. The OEO shall base its determination of a waiver request on the following criteria:

Criteria listed below are excerpted from the DCPS Policy 7.72 and the Procedures Manual. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Prime Contractor Attendance at DCPS pre-bid conference, if held: ☐ Yes ☐ No ☐ Not Held (5 points)

2. Whether and when the bidder provided written notice to all certified MWBE/SBE listed in the DCPS OEO Directory that can perform the type of work to be subcontracted and advising the MWBE/SBE of the specific work the bidder intends to subcontract; acknowledgement of MWBE/SBE interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications. (20 points)

Provide complete list of all MWBE/SBE solicited.

Provide the date letters were transmitted (MWBE/SBE will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to M/WBE/SBE. Recommended information in your solicitation letter should have included, but was not be limited to, the following:

- Project specific information
- Name of Prime Contractor
- Areas of work available for subcontracting
- Contact person’s name and phone number (SBE and M/WBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.) Bonding requirements of your firm
- Availability of specifications and plans through your office.
- Bid opening date and all addendum information.
- Your requirements/time frames/payment schedules.
3. Has the bidder selected feasible portions of work to be performed by SBE and M/WBE, including, where appropriate, breaking into subcontracts or combining elements of work into feasible units? The ability of the bidder to perform work with its own work force will not in itself excuse a bidder from making positive efforts to meet the established goals. (15 points)

If appropriate, detail any subcontracting category that you have broken down to assist SBE and M/WBE firms and list firms that have been made aware of this reduced scope.

<table>
<thead>
<tr>
<th>Subcontracting Category</th>
<th>MWBE/SBE FIRM</th>
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4. Has the bidder provided interested MWBE/SBE firms with assistance in reviewing the contract plans and specifications? Name the MWBE/SBE firms provided assistance, and describe how your firm provided such assistance including documentation (15 points)

5. Whether the bidder advertised in general circulation, trade association, and/or minority/women – focused media concerning the subcontracting opportunities. (5 points)

The minority focused papers include:
BLACK HISPANIC OTHER

List which paper carried your ad and attach a copy of the ad

6. Has the bidder followed up initial solicitations of interest by contacting MWBE/SBE’s to determine with certainty whether the MWBE/SBE was interested? (15 points)

Name the MWBE/SBE you followed up with and describe your follow up efforts.

7. Has the bidder negotiated in good faith with interested MWBE/SBE, not rejecting MWBE/SBE as unqualified without sound reasons and based on a thorough investigation of their capabilities? (10 points)
   a. Provide a detailed statement of the reasons why subcontracts were not entered into with a sufficient number of MWBE/SBEs to meet the established goals.

   b. Provide a list of MWBE/SBE Subcontractors you deemed unqualified and provide an explanation of the conclusion you reached.
c. For those MWBE/SBE Subcontractors contacted, but determined to be unavailable, provide either:
   i. A signed letter to the bidder from the MWBE/SBE stating they are unavailable; 
   OR
   ii. A statement from the bidder that the MWBE/SBE refused to submit a letter after a reasonable request; and a detailed statement from the Bidder of the reasons for the bidder's conclusion.

8. Has the bidder effectively used the services of available minority/women community organizations; minority/women contractors' groups; local, state and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of minority/women business enterprises? (5 points)

List small or business enterprise organizations and minority/women organizations contacted.

<table>
<thead>
<tr>
<th>Organization</th>
<th>Person Contacted</th>
<th>Phone Number</th>
<th>Date Contacted</th>
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9. Describe any efforts to advise and assist interested MWBE/SBE Subcontractors in obtaining supplier relationships, bonds, lines of credit, or insurance. (10 points)

Please provide a list of MWBE/SBE Subcontractors you assisted.

SIGNATURE OF COMPANY OFFICIAL __________________________ DATE __________________________

PRINT NAME __________________________ COMPANY ADDRESS- CITY/STATE/ZIP __________________________

POSITION __________________________ TELEPHONE __________________________ FAX __________________________

OEO FORM 4
03/2015
**OFFICE OF ECONOMIC OPPORTUNITY**  
**UTILIZATION REPORT**  
(OEO Form 5)

<table>
<thead>
<tr>
<th>Name of Contractor:</th>
<th>For the Time Period of:</th>
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<table>
<thead>
<tr>
<th>Project Title:</th>
<th>Project No.:</th>
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<tr>
<th>Total Contract Amount:</th>
<th>Contact Person:</th>
<th>Phone#:</th>
<th>Email:</th>
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- ☐ Annual Contract  
  **If Annual, please note Activation No.:**  
  **SBE Goal:** ___________  
  **W/MBE Goal:** ___________

<table>
<thead>
<tr>
<th>Type of Project:</th>
<th>☐ A/E</th>
<th>☐ Construction</th>
<th>☐ Design</th>
<th>☐ Construction Management</th>
<th>☐ Professional Services</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Firm Name</th>
<th>Scope of Work</th>
<th>Monthly Payments</th>
<th>Cumulative Payments</th>
</tr>
</thead>
</table>

**PERCENTAGE OF OVERALL CONTRACT COMPLETION:** ___________%

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: ___________  
Title: ___________

Date: ___________

**NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS. IN ADDITION, PLEASE SUBMIT A COPY OF THIS FORM DIRECTLY TO THE OFFICE OF ECONOMIC OPPORTUNITY AT: 4880 BULLS BAY HIGHWAY, JACKSONVILLE, FL 32219**
OFFICE OF ECONOMIC OPPORTUNITY
CHANGE ORDER PARTICIPATION FORM

Name of Contractor

Project Title:

Date:

<table>
<thead>
<tr>
<th>SBE, M/WBE/Non-SBE/Non-MBE</th>
<th>Firms Name</th>
<th>Phone #</th>
<th>Scope of Work to be subcontracted (indicate if the contract will include labor &amp; material)</th>
<th>Dollar Value of Change Order</th>
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<table>
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<tr>
<th>Code</th>
<th>Code Description</th>
<th>Total Dollar Value [$]</th>
<th>Percentage of Contract Amount as a result of the Change Order [%]</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA</td>
<td>African American Participation</td>
<td></td>
<td></td>
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<tr>
<td>HANA</td>
<td>Hispanic, Asian, Native American Participation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WBE</td>
<td>Women Owned Participation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>Small Business Enterprise Participation</td>
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</table>

TOTAL:  

Please attach the justification letter to this form along worth any necessary backup data.

ADDITIONAL INFORMATION:
______________________________________________________________________________________________________
______________________________________________________________________________________________________
______________________________________________________________________________________________________
______________________________________________________________________________________________________

Signature: ________________________________  Title: ________________________________

OEO FORM 6
Revised 3/2015
APPENDIX H

TECHNICAL SPECIFICATIONS FOR
ASBESTOS ABATEMENT AND ENVIRONMENTAL SERVICES
ON A CONTINUING CONTRACT BASIS

DUVAL COUNTY PUBLIC SCHOOLS
DUVAL COUNTY, FLORIDA

- Prepared by -

GLE Associates, Inc.
8659 Baypine Road, Suite 306
Jacksonville, FL 33256

OFDC-RFP-001-18
DCPS Project No. M-83700

June 2017
<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner:</td>
<td>Mr. Bruce Ackerman</td>
</tr>
<tr>
<td></td>
<td>Director of Environmental Services</td>
</tr>
<tr>
<td></td>
<td>Duval County Public Schools</td>
</tr>
<tr>
<td></td>
<td>1701 Prudential Drive</td>
</tr>
<tr>
<td></td>
<td>Jacksonville, Florida 32207-8182</td>
</tr>
<tr>
<td></td>
<td>(904) 390-2531</td>
</tr>
<tr>
<td>Project Designer:</td>
<td>GLE Associates, Inc.</td>
</tr>
<tr>
<td></td>
<td>8659 Baypine Road, Suite 306</td>
</tr>
<tr>
<td></td>
<td>Jacksonville, FL 33256</td>
</tr>
<tr>
<td></td>
<td>8659 Baypine Road, Suite 306</td>
</tr>
<tr>
<td></td>
<td>Jacksonville, FL 32256</td>
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</tbody>
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SECTION 00380

ABATEMENT AFFIDAVIT

Bidder must execute this affidavit relative to Florida Statute 255.558. Failure to execute this affidavit shall result in rejection of this bid proposal.

The undersigned certifies that none of its officers, employees, directors, or related companies has a material financial interest in any consultant company that prepared the building survey report, operations and maintenance plan, or abatement specification for the building covered under the specifications for this project and in addition to other penalties, failure to truthfully execute this affidavit shall be punishable as set forth in 837.06 FS.

_______________________________________  ______________________ _________________
Signature                                                                 Company Name

_______________________________________  ______________________ _________________
Name of Official (type or print)                                                         Business Address

_______________________________________
City, State, Zip Code

Florida Asbestos License Number:                                                       ____________________________

Name (s) of Qualifier (s)                                                               ____________________________

______________________________

June 2017 00380-1
AGREEMENT BETWEEN OWNER AND CONTRACTOR

PROJECT NO: M-83700
Asbestos Abatement and Environmental Services

PROJECT NAME AND LOCATION: Asbestos Abatement & Environmental Services on a
Continuing Contract Basis; Districtwide

GENERAL CONTRACTOR:

ENVIRONMENTAL CONSULTANT: GLE Associates, Inc.
8659 Baypine Road, Suite 306
Jacksonville, FL 33256

OWNER: DUVAL COUNTY SCHOOL BOARD
OFFICE OF DESIGN AND CONSTRUCTION
5th FLOOR
1701 PRUDENTIAL DRIVE
JACKSONVILLE, FLORIDA 32207
CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into effective _____________ by and between ________________, located at ________________, , FEIN _____________ (the "Contractor"), and The School Board of Duval County, Florida1701 Prudential Drive, Jacksonville, Florida 32207 (the "Owner”):

WITNESSETH:

That the Contractor, for the consideration fully set out, hereby agrees with the Owner as follows:

A. The Contract Documents

The Contractor shall furnish all materials and perform all the work for and in connection with Asbestos Abatement and Environmental Services on a Continuing Contract Basis, DCSB Project No. M-83700, OFDC-RFP-001-14, accepting the base bid in a manner and form provided for by the following enumerated Contract Documents, which are attached hereto and are made a part hereof as if fully contained herein:

1. Proposal and all Bid Documents
2. Appendix A Contract Terms and Conditions
3. Appendix E Unit Rate Bid Tabulation Forms
4. Construction Contract (this Agreement)
5. Performance Bond and Statutory Payment Bond
6. Activations and Purchase Orders issued pursuant to C.2. and C.11.

B. Extent of Agreement

1. This Agreement supercedes any prior negotiations, representations or agreements. When drawings, specifications and other descriptive documents defining the work to be included under an Activation or Construction Authorization are complete, they shall be identified in a Project Activation or Construction Authorization issued by the Executive Director. This Agreement is complementary to any drawings and specifications, Activations, Construction Authorizations, and Purchase Orders and represents the entire agreement between the Owner and the Contractor.

2. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both Owner and the Contractor. This Agreement shall remain in force for one year, or for a period that may reasonably be required to finish any projects activated prior to this date, including any extra work or extensions thereto. At the Owner's option this Agreement may be extended by one year, for a maximum of two (2) one (1) year extensions. This Agreement does not guarantee that any Project work shall be issued to the Contractor by the Owner.

C. Definitions

1. Project: A Project is the total work for any specific activation to be performed under this Agreement. A Project consists of planning, design, permitting, and construction and code inspection for any specific Activation or Construction Authorization within the time frame of this Agreement as necessary to complete the component parts of the project.

2. Activation: A written document issued by the Executive Director of Duval County Public Schools (DCPS) Office of Facilities Design and Construction or his designee authorizing the Contractor to proceed with a project. Document will outline acceptance of scope, Acceptance of Estimated Cost, schedule, and other terms and fees associated with completion of the individual Project.
3. **Architect/Engineer**: An Architect/Engineer hired by the Owner for consulting services related to each Project (Owner’s Agent).

4. **Construction Authorization**: The term Construction Authorization shall mean a written work order issued by the Executive Director, DCPS Office of Facilities Design and Construction to the Contractor. This work order is based on a defined scope of Project work and Contractor’s fees for work to be performed prior to issuance of an Activation. Construction Authorizations may be used prior to the date of the Activation and all work performed pursuant to Construction Authorizations shall be subsequently included in the Activation.

5. **Contract Time** – The timeframe established by the individual Project Activation or Construction Authorization schedule, consisting of the time allocated to complete all Project work and include at a minimum the Start Date, Substantial Completion Date, and Final Completion Date.

6. **Final Completion** – All work as outlined in the Final Completion form provided by the Owner to the Contractor.

7. **Owner** – The School Board of Duval County, Florida (DCSB or DCPS), acting through its superintendent or his designee, the Executive Director, Office of Facilities Design and Construction.

8. **Code Inspections** – The Office of Building Code Enforcement, Duval County School Board, 1701 Prudential Drive 5th Floor, Jacksonville, Florida, 32207, Telephone (904) 390-2150. The Office of Building Code Enforcement is responsible for code inspections on projects administered by the Owner.

9. **Owner’s Representatives** – The Project Manager and his supervisors or designees.

10. **Estimate** – The Contractor’s latest estimate of probable project cost.

11. **Purchase Order** – An accounting document generated by the Owner provided to a contractor or vendor. The terms and conditions of the contract documents, except as expressly and clearly modified by the Owner, shall be incorporated by reference in any purchase order.

12. **Project Manager** – The person designated by the Owner to provide direct interface with the Contractor with respect to the Owner’s responsibilities.

13. **Substantial Completion** – The term Substantial Completion as used herein shall mean that point at which the Work, or designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy for its intended purpose, including issuance of a Certificate of Occupancy. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

D. **Contractor’s Services**

1. The services which the Contractor shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2. The Contractor shall submit a cost proposal for each project based on the scope of services requested by the Owner.
3. For each project, the Contractor shall commence the Work within ten (10) calendar days after receipt of the Notice to Proceed from the Owner, or as further defined in the Activation or Construction Authorization.

4. **Job-Site Facilities** - The Contractor shall arrange for all job-site facilities necessary to enable the Contractor to perform the work. The Contractor is responsible for proper care, maintenance, and insurance, on all job-site facilities while in his control.

5. **Weather Protection** - The Contractor shall ascertain what temporary enclosures, if any, of building areas should be provided for as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced.

6. **Permits** - The Contractor shall secure all necessary building permits and all necessary utility connection permits.

7. **Subcontractors** - A subcontractor is a person or organization that has a direct contract with the Contractor to perform any of the work at the site. Nothing contained in the Contract Documents shall create any contractual relation between the Owner or Architect/Engineer and any subcontractor.
   
a. By an appropriate written agreement, duly notarized or witnessed, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Documents, assumes toward the Owner and the Architect/Engineer. Said agreements shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-Subcontractor.

   b. The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two (2) years within the last five (5) years. The subcontractor shall include a resume of experience for each employee identified by him to supervise and schedule his work.

   c. The Contractor shall be responsible to the Owner for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Contractor.

   d. Upon request, the Contractor shall provide a copy of each subcontract, including the general supplementary conditions, to the Owner.

8. **Reports** - Contractor shall provide fully completed daily Project reports to the Owner by Monday of the following week for the work of the preceding week.

E. **Bonds - Performance and Payment Bond**

1. Within ten (10) days after the Notice of Award, the Contractor shall furnish satisfactory Performance and Payment Bonds using the standard DCPS form provided. A corporate Surety
Section 00501 Construction Contract

authorized to do business in the State of Florida and acceptable to the Owner shall provide the Bond. The Bond shall be conditioned well and truly to perform the Contract and pay all bills and invoices for labor done, delay damages and materials furnished in the performance of the Work including a guarantee period of one (1) year or longer if required in the individual technical sections of the Specifications, against unacceptable work. Modifications of the bond terms as set forth herein is prohibited and shall not be considered as part of the bid, contract, or the bond.

2. Contractor shall furnish initial performance and payment bonds, each in the amount of $50,000. Contractor shall furnish subsequent performance and payment bonds each in the amount necessary such that the aggregate bond amount exceeds the total payments under this contract by $15,000. Contractor shall furnish bonds as security for the faithful performance and payment of all Contractor's obligation under the Contract Documents.

a. All Bonds must be executed under corporate seal of the Surety and countersigned on the part of the Surety by a qualified resident agent of the company or an attorney in fact with proof of power attached.

b. In case of default on the part of the Contractor, actions for all expenses incident to ascertaining and collecting losses under the Bond including legal services shall lie against the Bond.

c. Such Bond shall be in the penal sum of 100% of the Contract.

d. Premiums for the Performance and Payment Bond are already included in the unit rates included in the Contractor's Proposal.

e. The Bond shall be on the AIA Form A310 without modification or exception.

f. The costs of all Payment and Performance Bonds and Owner's Insurance are already included in the Unit Rate Bid Tabulation Line Items by the Contractor.

3. To be acceptable to the Duval County School Board as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308, Title 31, of The United States Code.

c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code for the life of the project.

e. The Surety Company shall have a minimum rating of "A-" in the latest issue of A. M. Best's Key Rating Guide. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

i. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of
Section 00501 Construction Contract

Florida, Department of Insurance, to conduct business in this state has been met.

ii. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

Revision of Surety Bond:

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond entered into for its faithful performance and for the payment of all obligations incurred in connection therewith, the Owner shall deem that Surety, or Sureties, upon such Bond to be unsatisfactory, or if, for any reason, such Bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at his expense within five (5) calendar days after the receipt of notice from the Owner to do so, furnish an additional Bond, or Bonds, in such form and amount with Surety, or Sureties, as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner. Nothing herein shall be construed to relieve the Contractor to obtain bonding for any addition of approved work.

F. Indemnification:

The Contractor agrees to indemnify and hold harmless the Owner, and his Agents and Employees as set forth herein and to the maximum extent permitted by law, from and against all claims but not limited to damages, losses and expenses, including code upgrades, attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or (3) results from the Contractor's breach of any Agreement provision, including but not limited to unexcused delay in completion of the Project. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to the Owner (subject to the limitations and provisions of s. 768.28, F.S., the limitations and provisions of which are not altered, expanded or waived by anything in this Agreement).

In any and all claims against the Owner or any of his agents or employees or by any employee of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under the worker's compensation acts, disability benefit acts or other employee benefit acts.

G. Damages – The parties agree to the Agreement agree that time, in the completion of the work, is of the essence. In the event the Contractor fails to perform any other covenant or condition of this Agreement or Activation relating to the Project work, the Contractor shall become liable to the Owner for any actual damages which the Owner may sustain as a result of such failure on the part of the Contractor. Nothing in this Article shall be construed as limiting the right of the Owner to terminate the Activation, to require Surety to complete said Project, and to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Agreement and Activations.

H. Sales Tax Exemption: If Owner determines it to be in its best interests, the Contractor may serve
Section 00501 Construction Contract

as the Owner's agent for the limited purpose of obtaining quotes for materials and to otherwise assist in the procurement of materials that will be purchased directly by the Owner in compliance with §212, Florida Statutes (and in such event, the Contract Amount shall be reduced accordingly by the savings realized by this process). As part of the Contractor's responsibility, he shall administer this procurement process consistent with the following procedures and requirements:

1. A Purchase Order Requisition Form (in a form acceptable to the Owner and Contractor) shall be prepared by the Contractor and submitted to the Owner prior to ordering Owner-purchased materials. The requisition form will provide the name, address, telephone number and contact person for the materials supplier; a list of required items, the quantity needed, the price and sales tax associated with the materials, and delivery dates established by the Contractor.

2. The Owner will prepare and issue standard Owner Purchase Order Forms to the Vendors. In conjunction with the execution of the Owner's Purchase Orders, the Contractor shall execute and deliver to the Owner, deductive change orders reflecting the full value of all materials directly purchased by the Owner, plus all sales tax savings associated with the materials.

3. The Contractor will be responsible for all matters relating to the receipt of materials purchased by the Owner including verifying correct quantities and inspection and acceptance of the goods at the time of delivery. Vendors will forward the invoice directly to the Owner for payment.

4. Title to the Owner-purchased materials will vest in the Owner at the time the materials are delivered to the Owner-owned construction site (F.O.B. job site).

5. Owner is billed directly by the selling Vendor for purchases of building materials. All discounts are for the account of the Owner.

6. The Owner makes payment for the building materials directly to the selling vendor.

7. The costs of Builder's Risk Insurance, if required by the Owner, is a reimbursable item by the Owner. The Owner is an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to Owner-purchased materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction, or as is in the best interests of the Owner.

8. Contractor shall be responsible for coordinating the delivery, storage and incorporation of material purchases made by the Owner pursuant to this section. Once the materials are incorporated into the Project they become the responsibility of the Contractor. Failure by the Contractor to comply with the tax exemption procedures which results in taxes, fines or damages to the Owner shall be the sole responsibility and liability of the Contractor.

I. Payments to the Contractor

For the faithful performance of work under this Agreement, the Owner hereby agrees to pay the Contractor, based on the attached EXHIBIT E- Unit Rate Bid Tabulation Form, in lawful money of the United States of America, in the manner following:

1. Contractor's payment request shall include the following minimum requirements and be sent directly to the Owner or Owner's Agent, if an Agent is assigned. Payment requests not providing the required documentation shall be returned to the Contractor.

   a. 1 Original and 1 copy of Contractor's Invoice signed and notarized on Owner approved form. Contractor may submit his invoice form for approval by Owner.
   b. 1 copy of the DCPS Activation, Purchase Order or Construction Authorization attached to each invoice copy.
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c. Backup documentation as required for each Activation including as a minimum 1) Date Service was completed 2) Where work was performed 3) the Unit Rate Bid Items, Quantities completed, and costs incurred and 4) Post-Job Submittals- 1 copy attached to each invoice.
d. MBE Form 5 Monthly MBE Report- 1 copy attached to each invoice.
e. For final payments- All subcontractor lien releases must be attached to the invoice.

2. Partial Payments:

a. Within twenty (20) business days of receipt by the Owner of a complete, proper Contractor's monthly Application for Payment containing all of the information required by the Owner, the Owner shall make partial payments to the Contractor on the basis of the amounts certified and approved estimate made for work performed during the preceding calendar month by the Contractor, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner. Ten percent (10%) retainage shall be held on all payments until the Agreement is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner will approve a reduction of the retainage from ten percent (10%) to five percent (5%). After fifty percent (50%) completion of the Project, the Contractor may request payment for up to one-half (1/2) of the retainage held by the Owner, and the Owner will make such payment for all funds not in dispute. All such retainage released shall be paid by the Contractor to subcontractors and suppliers. Required MBE Forms are required to be submitted with all Pay Requests.

b. If a payment request does not meet the Agreement requirements, the Owner will reject the payment request within twenty (20) business days after receipt of the payment request, providing directions to the Contractor for the actions necessary to correct the payment request. Once a correct proper payment request is received by the Owner, the Owner shall make payment Ten (10) business days after the corrected payment request is received by the Owner or Architect/Engineer.

c. If the Owner uses an Architect/Engineer (acting as Agent), the timeframe for payment in 2.a. above shall be 25 business days after the date a complete satisfactory payment request is received by the Architect/Engineer.

d. The amount thus withheld may be reduced by the Owner after the Owner and the Architect/Engineer affirm that the Project has been substantially completed in accordance with the Agreement so as to permit use of the facility for its intended purposes without unreasonable inconvenience. The reduction of retainage shall be at the sole discretion of the Owner. The Owner shall not be responsible to the Contractor for any claim or loss that may result from the failure of the Owner to reduce retainage.

e. Upon submission by the Contractor of evidence satisfactory to the Owner that payrolls, material bills and other cost and liability incurred by the Contractor in connection with the construction of the work have been paid in full, or any other documentation requested by the Owner, final payment on account of this Agreement shall be made within thirty (30) calendar days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner on the issuance of Certificate of Final Inspection by the Office of Facilities Design and Construction. All applications for payment must contain partial or full release of liens from subcontractors, duly notarized.

3. Final Payment - Final payment constituting the unpaid balance of the Cost of the Project shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the Contractor has verified by his signature that he has completed all items specified and that this Agreement has been finally performed. However, if
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there should remain work to be completed, the Contractor and the Owner shall list those items prior to receiving final payment and the Owner may retain a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished work and portion of the Contractor’s retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to Contractor, monthly, the amount retained for each incomplete item after each of said items is completed.

4. Payments to Subcontractors and Suppliers

a. Payments to Subcontractors - The Contractor shall promptly, within fifteen (15) calendar days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of ten percent (10%) until the Project is fifty percent (50%) complete. After fifty percent (50%) completion of the Project, the Contractor may elect to withhold retainage from payments to its subcontractors at a rate higher than five percent (5%). The specified amount to be withheld must be determined on a case by case basis and must be based on the Contractor’s assessment of the subcontractor’s past performance, the likelihood that such performance will continue, and the contractor’s ability to rely on other safeguards. The Contractor shall notify the subcontractor in writing of its determination to withhold more than five percent (5%) and the reasons for making that determination, and the Contractor may not request the release of such retained funds from the Owner. If there should remain items to be completed, the Contractor and Architect/Engineer shall list those items required for completion and the Contractor shall require the retainage of a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the Contractor shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

b. Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

5. Payments for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

6. Withholding Payments To Subcontractors - The Contractor shall not unreasonably withhold payments to subcontractors if such payments have been made to the Contractor.

7. Payment Methods

The Owner will make payments in one of two methods – either by direct check issuance or credit card (DCPS e-payables/credit card program process). The Contractor must elect which payment option they choose to be paid at the beginning of the contract period. If direct check issuance is chosen, the Contractor may elect the e-payable/credit card method at any time during the contract; however, once this option is elected, no further changes may be made unless approved by the Owner. At the Owner’s sole option, the Owner may change the direct check issuance to an Automated Clearing House (ACH) method of payment. Payment shall be made in accordance with the Florida Prompt Payment Act of the Florida Statutes.

J. Termination Due to Dishonesty: Should the Contractor be determined by the Owner to have misrepresented the utilization of funds or of misappropriation of property belonging to the Owner,
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the Owner has the right to terminate this Agreement immediately without recourse and have no further obligations to the Contractor under this Agreement. The Owner shall not be responsible for any payments under a termination for cause based on the foregoing.

K. The Contractor shall comply with, and be responsible for all costs associated thereto, all Federal, State and Local Laws.

L. The Contractor and all subcontractors must comply with the Jessica Lunsford Act effective September 1, 2005, as amended. The Act states that contractual personnel who are permitted access on school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual, or entity performing services on a Duval County Public School site where students are present.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Witnesses:

By: ____________________________
Name: ___________________________

By: ____________________________
Name: ___________________________

Attest:

By: ____________________________, Superintendent
of Schools and Ex-Officio Secretary to
the Board

By: ____________________________, Chairman, Chairman

Duval County School Board

Approved by the Board on ____________

Form Approved for Duval County School Board:

By: ____________________________
Office of Legal Services
DCSB PERFORMANCE BOND
DCSB PROJECT NO. M-83700

As to the General Contractor/Principal:

Name:

Principal Business Address:

Telephone:

As to the Surety:

Name:

Principal Business Address:

Telephone:

As to the Owner of the Property/Contracting Public Entity:

Name:

Principal Business Address:

Telephone:

Description of project including address and description of improvements:

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that FIRM NAME (FULL NAME, ADDRESS AND FEDERAL ID), a corporation duly organized and existing in good standing in the State of Florida, and duly authorized to conduct and carry on business in the State of Florida, as Principal (hereinafter called “General Contractor”), and FULL NAME OR LEGAL TITLE AND ADDRESS OF SURETY, a corporation organized and existing under the laws of the State of «STATE», and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called “Surety”), are each held and firmly bound unto the Duval County School Board, as Obligee (hereinafter called “DCSB”), in the amount of AMOUNT WRITTEN OUT ($________), lawful
money of the United States of America, for the payment whereof General Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, General Contractor has by written agreement dated the _____ day of ____________, entered into a contract with the DCSB for ASBESTOS ABATEMENT PROJECT, DCSB PROJECT #M-81850., all of said work to be done in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings, plans and specifications for said work and requirements of the DCSB proposal and award therefore and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the “Contract”), all of which are by reference made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if General Contractor shall: (1) promptly and faithfully perform said Contract; and (2) perform the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay the DCSB all losses, actual damages (including delay and disruption damages), expenses and costs, that the DCSB sustains because of a default by General Contractor under the Contract; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED that, the Surety hereby waives notice of any alteration or extension of time made by the DCSB, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect Surety’s obligation under this bond.

PROVIDED further that, whenever General Contractor shall be, and declared by the DCSB to be in default under the Contract, the DCSB having performed the DCSB’s obligations thereunder, the Surety shall, after first notifying and obtaining Owner’s prior consent (which consent shall not be unreasonably withheld), either:

(1) Within thirty (30) days of notice of elected option by the DCSB, remedy the default and pay the DCSB all losses, actual damages (including delay and disruption damages), expenses, costs, and statutory attorney’s fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes, that the DCSB sustains because of a default by General Contractor under the Contract and will save the DCSB harmless on account of all claims and damages to persons, property or premises arising from delay in meeting either milestone dates or the Contract completion date; or

(2) Award a bid, contract with a completion General Contractor and issue notice to proceed within sixty (60) days of notice by the DCSB to the Surety of the default of General Contractor and demand by the DCSB for Surety to complete the Contract. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, or, if the DCSB elects, upon determination by the DCSB and the Surety jointly of the lowest responsible qualified bidder, arrange for a contract between such bidder and the DCSB, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, including other losses, actual damages (including delay and disruption damages), expenses, costs and statutory attorney’s fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes, for which the Surety may be liable hereunder. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the DCSB to General Contractor under the Contract and any amendments thereto, less the amount properly paid by the DCSB to General Contractor; or

(3) Within thirty (30) days of notice of elected option by the DCSB, tender to the DCSB the full amount necessary in order for the DCSB to completely perform and carry out completion of the Contract in accordance with its terms and conditions and in order to save the DCSB harmless on account of all claims and damages to persons or property, and pay the DCSB for all losses, actual damages (including delay and disruption damages), including those arising from delay in meeting either milestone dates or the
Contract completion date, expenses, costs and statutory attorney’s fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes.

PROVIDED further that, the Surety shall save the DCSB harmless from any and all damages, including expenses, costs, contractual damages, injury, negligence or default, patent infringement and actual damages (including delay and disruption damages) and assessments which may arise by virtue of any defects in work or materials within a period of one (1) year from the date on which the DCSB makes final payment under the Contract.

PROVIDED further that, during any interim period after the DCSB has declared General Contractor to be in default but Surety has not yet remedied the default in the manner chosen by the DCSB, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site.

PROVIDED further that no right of action shall accrue on this bond to or for the use of any person or corporation other than the DCSB named herein or the heirs, executors, administrators or successors of the DCSB.

SIGNED AND SEALED this __________ day of ____________.

As to General Contractor Firm:  

FIRM NAME.

Witness

General Contractor

Title

As to Surety: 

(Surety Name)

Witness

Surety

Title

Date

DCSB PAYMENT BOND
DCSB PROJECT NO. M-83700
As to the General Contractor/Principal:

Name:

Principal Business Address:

Telephone:

As to the Surety:

Name:

Principal Business Address:

Telephone:

As to the Owner of the Property/Contracting Public Entity:

Name:

Principal Business Address:

Telephone:

Description of project including address and description of improvements:

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that FULL NAME, ADDRESS AND FEDERAL ID, a General Contractor firm duly organized and existing and in good standing in the State of Florida, and duly authorized to conduct and carry on business in the State of Florida, as Principal (hereinafter called "General Contractor"), and FULL NAME OR LEGAL TITLE AND ADDRESS OF SURETY, a corporation organized and existing under the laws of the State of STATE and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called “Surety”), are each held and firmly bound unto the Duval County School Board, its employees, directors and agents, as Obligee (hereinafter called “Owner”), in the amount of AMOUNT WRITTEN OUT AND ($), lawful money of the United States of America, for the payment whereof General Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, General Contractor and Owner have by written agreement dated the DAY OF ACTIVATON day of MONTH, YEAR entered into a contract for ASBESTOS ABATEMENT PROJECT, DCSB PROJECT #M-81850 all of said work required to be done in strict compliance with the drawings, plans and specifications prepared by DCSB for said work and in strict compliance with the requirements of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the "Contract"), all of which are by reference made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if General Contractor:

(1) Promptly makes payments to all lienors or claimants supplying labor, materials and supplies used directly or indirectly by General Contractor in the prosecution of the work provided for in the Contract, including any authorized extensions or modifications thereof; and

(2) Pays Owner all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, pursuant to Chapter 713 and/or Chapter 255, Florida Statutes, as applicable, that Owner sustains because of any one or more defaults by General Contractor under paragraph (1) above;

then this bond is void; otherwise, it remains in full force and effect.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the Owner, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or with the changes do not affect Surety's obligation under this bond.

PROVIDED, further, that no suit or action by lienors or claimants shall be instituted hereunder against the General Contractor or the Owner unless the lienors or claimants provide proper notice to both in accordance with Chapter 255, Florida Statutes.

PROVIDED, further, that no action shall be instituted or prosecuted against the General Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies, or the date the rental equipment was last on the job site available for use.

SIGNED AND SEALED this DAY OF MONTH day of MONTH.

FULL NAME

______________________________________ _________________________________________
Witness        Principal

_________________________________________
Title

_________________________________________
Witness        Surety

_________________________________________
Title
SECTION 01000
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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ARTICLE 1 - DEFINITIONS

1.1 Definitions (in alphabetical order)

1.1.1 Addendum

An Addendum is a written instrument issued by the Architect/Engineer prior to the opening of the bids, which modifies or interprets the Bidding Documents by additions, deletions, clarifications or corrections.

1.1.2 Alternate

An alternate is an amount to be provided by the Bidder for the Owner’s option that will add to or deduct from the Base Bid for items of Work.

1.1.3 Base Bid

Base Bid is the amount stated in the Proposal for which the Bidder offers to perform the Work described as the base to which Work may be added or deducted.

1.1.4 Bid (Proposal)

A bid is a proposal to do the Work or designated portion thereof for the amount or amounts stipulated therein, prepared and supported by data called for in the Bidding Documents.

1.1.5 Bidding Documents

The Bidding Documents consist of the Invitation to Bid, the Instruction to Bidders, the Bid Form, other sample forms, the Construction Contract Form, the Proposed Contract Documents and all Addenda or directives issued prior to receiving bids.

1.1.6 Change Orders

A Change Order is a written order on DCPS Change Order Form to the Contractor signed by Duval County Public School’s Superintendent or designee and the Architect/Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time.

1.1.7 Commencement of the Work Date

The Date of Commencement of the Work is the date established in a Notice to Proceed issued by the Owner or Architect/Engineer.

1.1.8 Contract
1.1.8.1 The Contract Documents form the Contract for Construction. This contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, whether written or oral.

1.1.8.2 The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.18.

1.1.8.3 The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect/Engineer and the Contractor.

1.1.8.4 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect/Engineer and any Subcontractor or Sub-subcontractor.

1.1.9 Contract Documents (CDs)

The Contract Documents consist of the Construction Contract, General Conditions, Supplementary Conditions, Special Conditions, the Drawings, Specifications, both technical and non-technical, all Addenda, Change Orders and Modifications, all Bidding Documents including but not limited to the Performance and Payment Bond Forms, and all documents referenced in the Construction Contract. The Drawings applicable to this Contract are listed in Section 01005: Index to Drawings. The Drawings accompany these Specifications (Project Manual) and become a part hereof.

1.1.10 Contractor

The Contractor is the person or entity identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

1.1.11 Contract Sum

The Contract Sum is stated in the Construction Contract and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

1.1.12 Contract Time

The Contract Time is the period of time allotted in the Contract Documents for the construction effort to attain Completion of the Work as defined in Subparagraph 1.1.15 (Final Completion Date) and 1.1.26 (Substantial Completion Date) to include authorized adjustments thereto.

1.1.13 Architect/Engineer

The Architect/Engineer is the person lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering according to the laws of the State of Florida identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect/Engineer means the Architect/Engineer or his authorized representative.
1.1.14 Architect/Engineer's Approval

Architect/Engineer approval implies only that an item is acceptable as it appears to be in compliance with provisions of Contract Documents. Approval does not imply that the Architect/Engineer endorses an item or finds such free of imperfections.

1.1.15 Final Completion Date

The Date of Final Completion of the work or designated portions thereof, is the date that all work, including punch list items and submittal of closeout documents, has been finally completed to the satisfaction of the Architect/Engineer and the Owner.

1.1.16 Force Account Work

This is Work specifically ordered by the Owner on the Project without an earlier agreement or a lump sum or unit price cost and performed with the explicit, express written acknowledgment by the Owner that the Contractor will charge the Owner according to the cost of labor, materials, equipment, insurance, bonds, taxes and a certain percentage for overhead and profit.

1.1.17 Inspector

An Inspector is an authorized and designated agent of the Owner through the Office of Building Code Enforcement, Duval County Public Schools, who is responsible for providing periodic inspections of new construction to determine compliance with Florida Statutes.

1.1.18 Modification

A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect/Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Architect/Engineer pursuant to Paragraph 12.4.

1.1.19 Notice of Award

Written notification from the Owner to the successful Bidder of the Owner's intent to award a Contract for Construction.

1.1.20 Owner

The Owner is the Duval County Public Schools and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative or agent.

1.1.21 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.22 Project Manual

The Project Manual is synonymous with the traditional term "Specifications." It may include Divisions with sections incorporated under each Division.

1.1.23 Provide
To provide shall mean to furnish and/or to install.

1.1.24 Referenced Documents

Documents such as Federal Specifications, ASTM, ANSI, etc., shall be the latest edition in effect on the date of this manual except where other specific edition dates are given. Reference to such thereby makes them a part of this manual as if bound herein.

1.1.25 Subcontractor/Sub-Subcontractor

1.1.25.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

1.1.25.2 A Sub-subcontractor is a person or entity who has direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

1.1.26 Substantial Completion Date

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so that Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended without unreasonable inconvenience to the Owner.

1.1.27 Surety

The firm or corporation bound by issued bonds with the Bidder, Contractor or others to the Owner or others designated for the successful performance of the provisions of such bonds.

1.1.28 Unit Prices

A unit price is an amount stated in the proposal as a price per unit for materials or services as described in the Bidding Documents.

1.1.29 The Work

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction and all materials and equipment incorporated or to be incorporated in such construction.

1.2 Execution, Correlation and Intent

1.2.1 The Contract shall be signed in duplicate by the Owner and Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be
performed and has correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections and articles and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade.

1.2.5 Precedence of Documents. The precedence of the documents shall be as follows:

1. Change Order
2. Other Amendment
3. Contract Agreement
4. Specifications
5. Notice of Award
6. Notice to Proceed
7. Special Conditions
8. Supplementary Conditions
9. General Conditions
10. Drawings
11. Invitation to Bid
12. Addenda
13. Bid Proposal

1.3 Ownership and Use of Documents

As provided and permitted by Florida Statute and Administrative Code, all Drawings, Specifications and copies thereof furnished by the Architect/Engineer are and shall remain the property of the Owner. They shall be used only with respect to this Project and shall not be used on any other project. With the exception of one Contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Architect/Engineer on request at the completion of the Work. Submission for distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect/Engineer’s common law copyright or other reserved rights. Owner shall have the use and copies of all documents in Contractor’s and its Surety’s possession that involve the Project and may obtain copies upon request.

ARTICLE 2 – ARCHITECT/ENGINEER

2.1 Definition (Refer to Subparagraphs 1.1.13 and 1.1.14)

The term "Architect/Engineer" utilized in the Project Manual refers to the current Owner’s Asbestos Environmental Consulting Services Consultant. The Owner may also designate another Architect/Engineer.

2.2 Administration of the Contract
2.2.1 The Architect/Engineer shall provide administration of the Contract as hereinafter described.

2.2.2 The Architect/Engineer shall be the Owner’s representative during construction and until final payment is due. The Architect/Engineer will advise and consult with the Owner. The Owner’s instructions to the Contractor shall be forwarded through the Architect/Engineer. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument.

2.2.3 The Architect/Engineer shall visit the site periodically at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents.

2.2.4 Neither the Owner nor the Architect/Engineer shall be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents to the extent he is made aware pursuant to Subparagraph 2.2.3. The Architect/Engineer nor the Owner shall not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Architect/Engineer shall, at all times, have access to the Work whenever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect/Engineer may perform his functions under the Contract Documents.

2.2.6 Based on the Architect/Engineer’s observations and an evaluation of the Contractor’s Applications for Payment, the Architect/Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in Paragraphs 9.2 and 9.3.

2.2.7 The Architect/Engineer shall be the interpreter of the requirements of the Contract Documents and shall certify the performance thereunder by the Contractor.

2.2.8 Either party to the Contract may make written request to the Architect/Engineer for such interpretations.

2.2.9 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect/Engineer for decision, which he shall render in writing within a reasonable time. Such a submission and determination by the Architect/Engineer shall be a condition precedent to bringing any action for any claim or dispute against the Owner.

2.2.10 All interpretations and decisions of the Architect/Engineer shall be in writing or in the form of drawings.

2.2.11 The Architect/Engineer’s decisions in matters relating to artistic effect will be final.

2.2.12 The Architect/Engineer shall have authority to reject Work that does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have the authority to require special inspection or testing of the Work in
accordance with Subparagraph 7.7.2 whether or not such Work be then fabricat-
ed, installed or completed. However, neither the Architect/Engineer’s authority
to act under this Subparagraph 2.2.12, nor any decision made by him in good
faith either to exercise or not to exercise such authority, shall give rise to any duty
or responsibility by the Owner to the Contractor, any Subcontractor, any of their
agents or employees, or any other person performing any of the Work.

2.2.13 The Architect/Engineer shall review and approve or take other appropriate action
upon Contractor's submittals such as Shop Drawings, Product Data and
Samples, but only for conformance with the design concept of the Work and with
the information given in the Contract Documents. Such action shall be taken with
reasonable promptness so as to cause no unreasonable delay. The
Architect/Engineer's approval of a specific item shall not indicate approval of an
assembly of which the item is a component.

2.2.14 The Architect/Engineer shall prepare Change Orders in accordance with Article
12 and shall have the authority to order minor changes in the Work at no
additional cost as provided in Subparagraph 12.4.

2.2.15 The Architect/Engineer shall conduct site visits to determine the dates of
Substantial Completion and final completion shall receive and forward to the
Owner for the Owner's review written warranties and related documents required
by the Contract and assembled by the Contractor and shall issue a final
Certificate for Payment upon compliance with the requirements of Paragraph 9.9.

2.2.16 In case of the termination of the employment of the Architect/Engineer, the
Owner shall appoint a replacement.

ARTICLE 3 - OWNER

3.1 Definition (Refer to Subparagraph 1.1.20)

3.2 Information and Services Required of the Owner

3.2.1 Unless otherwise provided in the Contract Documents, the Contractor will be
furnished, free of charge, all copies of Drawings and Specifications reasonably
necessary for the execution of the Work.

3.2.2 The Owner shall forward all instructions to the Contractor through the
Architect/Engineer.

3.3 Owner's Right to Stop the Work

3.3.1 If the Contractor is installing Work that, in the Inspector's opinion, is contrary to
the Contract's requirements, the Inspector shall contact the Facilities Project
Manager immediately. The General Director or designee shall have the authority
to stop the Work, if deemed to be in the best interest of the project, until a review
and resolution by the Architect/Engineer can be obtained. Such directive must
be made in writing.

3.3.2 If the Contractor then fails to correct defective Work as required by Paragraph
13.2 or persistently fails to carry out the Work in accordance with the Contract
Documents, the Owner, by a written order, may order the Contractor to stop the
Work, or any portion thereof, until the cause for such order has been corrected
or eliminated. However, the right of the Owner to stop the Work shall not give
rise to any duty on the part of the Owner to exercise this right for the benefit of
the Contractor or any other person or entity, except to the extent required by
Subparagraph 6.1.3. The Owner will not be responsible for any demobilization
or remobilization costs or any other costs that may result due to the Contractor's performance referenced in this section.

3.4 Owner's Right to Carry Out the Work

If the Contractor defaults, neglects or fails to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven days following mailing, delivery, or FAX to the Contractor to the last known address of an additional notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the Architect/Engineer's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor or his Surety, at the choice of the Owner, shall pay the difference to the Owner.

ARTICLE 4 - CONTRACTOR

4.1 Definition (Refer to Subparagraph 1.1.10)

4.2 Review of Contract Documents

4.2.1 The Contractor shall carefully review the Contract Documents and shall, at once, report to the Architect/Engineer any error, inconsistency or omission he may discover. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

4.2.2 Contractor's failure to notify the Architect/Engineer in writing within ten (10) days of the discovery of any error, or when the Contractor should have discovered any such error, shall waive any right to recovery against the Owner or his representative, and the Contractor shall proceed at his own risk.

4.3 Supervision and Construction Procedures

4.3.1 The Contractor shall supervise and direct the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract with all other Contractors, Subcontractors, Suppliers and provide all scheduling information to the Architect/Engineer.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their Agents and employees, or other persons performing any of the Work under a Contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect/Engineer in his administration of the Contract or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 Labor and Materials

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and
services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 All labor described in these specifications or indicated on the drawings or the Work described or indicated shall be executed in a thoroughly substantial and workmanlike manner. All materials and equipment shall be new and meet specifications in every respect and shall be delivered to the site of the building and installed in a perfect and undamaged condition, without exception.

4.4.3 Whenever materials are sold by the manufacturer in sealed packages, they must be so delivered to the job.

4.4.4 The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ for the Work any unfit person or anyone not skilled in the Work assigned to him.

4.4.5 Samples shall be delivered to the Architect/Engineer and/or Owner when requested and all subsequent materials used in Work under this Contract shall be equal in every respect to the approved sample.

4.4.6 No substitutions will be permitted unless approval of the Architect/Engineer and authorization by the Owner is first obtained in writing.

4.4.7 The Contractor shall not use or install any material containing asbestos in the construction of this project or in the substitution of any product or material used in the construction.

4.4.8 Nondiscrimination in Employment. During the performance of this Contract, the Contractor agrees as follows:

4.4.8.1 The Contractor shall not discriminate against any employee or application for employment because of race, creed, color or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, rates of pay or other forms of compensation and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner, setting forth the provisions of this nondiscrimination clause.

4.4.8.2 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color or national origin.

4.4.8.3 The Contractor shall send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4.5 Warranty

The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free
from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The provisions of Paragraph 13.2 do not limit this warranty.

4.6 Taxes

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received whether or not yet effective.

4.6.2 State of Florida Sales Tax - Pursuant to §212.08 Florida Statutes and subsequent to Attorney General's option number 059-111, the purchase of materials for building projects are exempt from sales tax under certain conditions and the Owner may exercise this exemption. The Owner is exempt from sales tax on the purchase of construction material. The Owner has elected to exercise this right and therefore directly purchase various construction material, supplies and equipment that may be a part of this Contract. Such direct purchase shall be without any additional cost to Owner. The Owner shall, via Purchase Order (PO), purchase material, and the Contractor shall assist the Owner in the preparation of the Purchase Order. The Owner will purchase the material from Vendors selected by the Contractor for the price originally negotiated by the Contractor. All bids are to be submitted with all applicable taxes included.

4.6.3 The Contract Amount shall be reduced by the net, undiscounted amount of the purchase orders plus all State sales tax. This reduction in the Contract Amount will occur through a Change Order, which will reference the Purchase Order affecting the change. MBE Form six (6) is also required.

4.6.4 Issuance of Purchase Orders by the Owner shall not relieve the Contractor of any responsibility regarding material or equipment purchases or installations, with the exception of the payments for the material or equipment purchased. The Contractor shall remain fully responsible for coordinating, scheduling, ordering correct quantities, submittals, protections, storage, shipping, security, expediting, receiving, verification, installation, cleaning and all applicable warranties. The Contractor must maintain the Builder's Risk policy to include all material and equipment stored on-site and installed on site.

4.6.5 It is recognized that the Contractor may encounter additional overhead costs in assisting the Owner with its Direct Purchase Program. The Contractor is charged with including all additional costs as part of the Base Bid.

4.6.6 No payment will be made for material or equipment stored off-site.

4.7 Permits, Fees, Notice

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received. All inspections and permits must be conducted and issued by the Office of Building Code Enforcement, Duval County Public Schools, 8015 Parker School Road, Jacksonville, Florida, 32211-5110, Telephone (904) 858-1919. The Office of Building Enforcement is responsible for code inspections on all projects administered by the Owner. The
costs associated with permitting and inspection shall be paid by DCPS directly to the Office of Building Code Enforcement. The Contractor will pay reinspection fees and/or fines.

4.7.2 All projects require code compliance inspections during construction in areas of the work as determined by Florida Statutes, the Florida Building Code, the Florida Fire Prevention Code and all such other referenced codes, laws, standards and ordinances as are applicable. The work to be inspected normally includes, but is not necessarily limited to site, structural, mechanical, electrical, plumbing and general building.

4.7.3 The Contractor shall notify the Office of Building Code Enforcement, Duval County Public Schools, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida, 32207, Telephone: (904) 390-2150, no less than 24 hours in advance, that the work is ready for inspection and before the work is covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection when directed by the Office of Building Code Enforcement. All costs for uncovering and reconstruction shall be borne by the Contractor.

4.7.4 All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specification.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes or regulations in any respect, he shall promptly notify the Architect/Engineer in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Architect/Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 Allowances (Not Used)

4.9 Superintendent

4.9.1 The Contractor shall employ a competent Superintendent who shall be present at the project site during progress of the Work. The Superintendent shall represent the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. All communications shall be confirmed in writing.

4.9.2 The Contractor's Superintendent shall be skilled in his duties with at least five (5) years previous experience as Superintendent with projects of comparable size and complexity. The Superintendent shall be acceptable to the Architect/Engineer and the Owner and shall not be changed during the progress of the Work except by approval of the Owner and the Architect/Engineer. Resume of proposed superintendent shall be submitted within fifteen (15) days after Notice of Award. Resume shall indicate previous experience noting size, claim history, description and cost of projects supervised. Substitution of the Superintendent by the Contractor at any time must be requested in writing and be approved by the Owner and the Architect/Engineer.
4.9.3 For contracts involving Work at more than one school site, the Contractor shall have a competent Superintendent who meets the above criteria present at each site while Work is being performed at that site.

4.10 Communications

4.10.1 The Contractor shall forward all communications to the Owner through the Architect/Engineer.

4.10.2 The Contractor shall notify the Owner's Chief building Official when he plans to begin the Work at the school site.

4.11 Royalties and Patents

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly conveys such information to the Architect/Engineer in writing.

4.12 Progress Schedule

4.12.1 Within ten (10) days after Notice to Proceed, the Contractor shall prepare and submit for the Owner's and Architect/Engineer's approval a computer generated CPM Progress Schedule for the Work, utilizing Primavera or other nationally recognized software acceptable to the Architect/Engineer. The Progress Schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practical execution of the Work. Schedule shall be itemized into divisions of work in such detail as deemed appropriate by the Architect/Engineer.

4.12.2 The Progress Schedule shall be updated at least monthly by the Contractor to indicate the status and progress of the Work and shall submit it with each Application for Payment. Any float in the schedule shall be used at the discretion of the Owner.

4.12.3 Contractor shall provide a manpower and equipment loading schedule to the Owner at the time of submission, and at any other time requested by the Owner, of the CPM in 4.12.1.

4.12.4 All progress schedules that are submitted with updates or modifications that purport to obtain an equitable time extension shall be accompanied with a time-impact analysis to justify the time extension. Failure to include the time-impact analysis shall constitute a waiver for any claim.

4.13 Shop Drawings, Product Data and Samples

4.13.1 Shop Drawings, when approved by the Architect/Engineer, are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.13.2 Product Data, when approved by the Architect/Engineer, are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and
other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

4.13.3 Samples are physical examples which, when approved by the Architect/Engineer, illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4.13.4 The Contractor shall review, approve and submit all Shop Drawings, Product Data and Samples to the Architect/Engineer required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of the Owner or any separate Contractor.

4.13.5 By approving and submitting to the Architect/Engineer Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.13.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect/Engineer approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.13 unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submission and the Architect/Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect/Engineer's approval thereof.

4.13.7 The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect/Engineer on previous submittals.

4.13.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect/Engineer provided in Subparagraph 2.2.13. All such portions of the Work shall be in accordance with approved submittals.

4.13.9 The Architect/Engineer shall review Shop Drawings, Project Data and Samples for conformance to the Design intent and Contract Documents only, and his approval shall not be construed as to establishing actual field dimensions. An approved copy shall be provided to the Owner.

4.14 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.15 Cutting and Patching of Work

4.15.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.15.2 The Contractor shall not damage or endanger any portion of the Work or the Work of the Owner or any separate Contractors by cutting, patching or otherwise altering any Work or by excavation. The Contractor shall not cut or otherwise alter the Work of the Owner or any separate Contractor except with the written consent of the Owner and of such separate Contractor. The Contractor shall not
unreasonably withhold from the Owner or any separate Contractor his consent to cutting or otherwise altering the Work.

4.16 Cleaning Up

4.16.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

4.16.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4, and the cost thereof shall be charged to the Contractor.

4.17 Indemnification

4.17.1 For ten dollars ($10) acknowledged to be included and paid for implicitly in the Contract price and other good and valuable considerations, the Contractor agrees to indemnify and hold harmless the Owner and his Agents and Employees in accordance with the provisions of this Article and pursuant to Chapter 725.06 Florida Statutes from and against all claims but not limited to, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or (3) results from the Contractor's breach of contract including but not limited to unexcused delay in completion of the Project. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the Owner.

4.17.2 In any and all claims against the Owner or any of his agents or employees or by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 4.17 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under the Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

4.17.3 The obligations of the Contractor under this Paragraph 4.17 shall not extend to the liability of the Architect/Engineer, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

4.17.4 Assignment of Antitrust Claims

4.17.4.1 Contractor and Owner recognize that in actual economic practice, overcharges resulting from price fixing violations of the antitrust laws are, in fact, usually borne by the Owner. Therefore, the Contractor, for and in consideration of payment in the amount of Ten Dollars ($10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby assigns, conveys, sells and transfers to the Owner all right, title and interest in and to all causes of action it
may have under the antitrust laws of the United States and any of the several states for price fixing of services, goods or materials furnished in connection with performance of this contract.

4.17.4.1.1 Contractor and Owner also recognize that the public interest, in vigorous enforcement of the antitrust laws, is furthered by private treble damage actions. Therefore, Owner hereby consents to reassign to Contractor all or part of the antitrust claims assigned herein, at the sole discretion of Owner when it appears that the best interests of the Owner would be served thereby.

4.17.4.1.2 As used herein, the words "price-fixing" include, but are not limited to, price-fixing, resale price maintenance, collusive bidding, bid rigging, complimentary bidding, combinations or conspiracies to restrict output or supply, and all other forms of agreements or understandings which have the purpose or effect of tampering with the price structure of services or articles of commerce.

4.17.4.2 The Contractor shall include the above provisions in each contract with each of his subcontractors and suppliers who have furnished services, goods or contract, so that it shall have the same effect and be binding on each subcontractor and supplier for the same purpose and to the same extent as the contractor.

4.18 The Contractor shall comply with, and be responsible for all costs associated thereto, all Federal, State and Local Laws.

4.19 The Contractor and all subcontractors must comply with the Jessica Lunsford Act effective September 1, 2005. The Act states that contractual personnel who are permitted access on school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual, or entity performing services on a Duval County Public School site where students are present.

ARTICLE 5 - SUBCONTRACTORS

5.1 A. Definition (Refer to Subparagraph 1.1.25)

B. No sub-contracting is anticipated for this project. If a situation arises that requires a sub-contractor, owner approval is required.

5.2 Awards of Subcontracts and Other Contracts for Portions of the Work

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, within ten (10) days after the award of the Contract, shall furnish to the Owner and the Architect/Engineer in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Architect/Engineer has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If the Owner or the Architect/Engineer has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the
Owner or the Architect/Engineer has no reasonable objection, and the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsibly in submitting names as required by Subparagraph 5.2.1.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or Architect/Engineer make reasonable objection to such substitution.

5.3 Subcontractual Relations

5.3.1 By an appropriate written agreement, duly notarized or witnessed, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents as enumerated in the Construction Contract contained in Section 00501, and to assume toward the Contractor all obligations and responsibilities which the Contractor assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner and the Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors.

5.3.2 Nothing contained in the Contract Documents nor any act of the Owner or the Architect/Engineer shall create any contractual relationship between any Subcontractor or material supplier and the Owner nor create any obligation or liability on the part of the Owner to make payment of any sums to any Subcontractor, Sub-subcontractor, materialman or supplier.

ARTICLE 6 - WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 Owner's Right to Perform Work and Award Separate Contracts

6.1.1 Should the contractor be unable to perform his work to the satisfaction of the Owner and the Architect/Engineer, the Owner reserves the right to perform work related to the Project with his own or other forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Construction Contract Agreement.

6.1.3 The Owner will provide for the coordination of the Work of his own forces only; each separate contractor shall coordinate his work with the work of any and all other contractor(s), who shall cooperate therewith as provided in Paragraph 6.2.

6.2 Mutual Responsibility
6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the Work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report in writing to the Architect/Engineer any apparent discrepancies or defects in such other Work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive his Work.

6.2.3 Any costs caused by defective or ill-timed Work shall be borne by the party responsible, except as provided in Paragraphs 4.17 and 8.5. The Owner shall not be responsible for any delay, disruption or hindrance damages.

6.2.4 Should the Contractor cause damage to the Work or property of the Owner, or to other Work on the site, either directly or by neglect, the Contractor shall promptly remedy such damage.

6.2.5 Should the Contractor cause damage to the Work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by written agreement, or otherwise to resolve any dispute. If such separate contractor sues or initiates any alternate dispute resolution proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense who is alleged to have caused the damage.

6.3 Owner's Right to Clean Up

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.16, the Owner may clean up and charge the cost thereof to the contractor(s) responsible.

ARTICLE 7 - DISPUTE PROVISIONS

7.1 Governing Law

The laws of the State of Florida shall govern the Contract. The venue for any action that might be brought by any party involved in the construction, insurance, design or supply of materials of this project shall be Duval County, Florida.

7.2 Successors and Assigns

The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

7.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives notice.
7.4 Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally or contractually liable, except as provided in Paragraphs 4.17 and 8.5 claim shall be made in writing to such other party within ten (10) days after the first observance of such injury or damage or shall be deemed waived. The Owner shall not be responsible for any delays, disruptions or hindrance damages.

7.5 Performance Bond and Labor and Material Payment Bond

7.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Bidding Documents or in the Contract Documents.

7.5.2 CONTRACTOR shall furnish initial performance and payment bonds, each in the amount of $50,000.00. CONTRACTOR shall furnish subsequent performance and payment bonds each in the amount necessary such that the aggregate bond amount exceeds the total payments under this contract by $15,000.00. CONTRACTOR shall furnish bonds as security for the faithful performance and payment of all CONTRACTORS obligation under the Contract Documents.

7.5.3 In accordance with Chapter 85-104, Laws of Florida, the insurer of a surety bond that does not exceed $500,000 shall provide a written statement or other appropriate evidence that he meets the following criteria:

7.5.3.1 is authorized to write surety bonds in this state;

7.5.3.2 has twice the minimum surplus and capital required by Florida Statutes;

7.5.3.3 is in compliance with all provisions of the Florida Insurance Code, and;

7.5.3.4 holds a valid Certificate of Authority issued by the United States Department of Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

7.6 Rights and Remedies

No action or failure to act by the Owner, or Architect/Engineer shall constitute a waiver of any right or duty afforded them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder by the Contractor or any of his agents or employees, except as may be specifically stated in writing.

7.7 Tests

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect/Engineer and Owner's Inspector timely notice of its readiness so the Architect/Engineer may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.
7.7.2 If the Architect/Engineer determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect/Engineer's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued, except as limited by Paragraph 8.5.

7.7.3 Required Certificates of Inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect/Engineer and the Owner.

7.7.4 If the Architect/Engineer is to observe the inspections, tests or approvals required by the Contract Documents, and notified within a reasonable time, he will do so promptly and, where practicable, at the source of supply.

ARTICLE 8 - TIME

8.1 Definitions

8.1.1 The Date of Commencement of the Work: (Refer to Subparagraph 1.1.7).

8.1.2 The Date of Substantial Completion of the Work: The date of Substantial Completion shall be established for each Activation using consecutive calendar days after the issuance of Purchase Order or the Notice to Proceed letter from Owner. (Refer to Subparagraph 1.1.26)

8.1.3 Contract Time: The Contract Time (Construction time to reach Substantial and Final Completion) shall be established for each Activation using consecutive calendar days. (Refer to Subparagraph 1.1.12)

8.1.4 The Date of Final Completion of the Work: The date of Final Completion shall be established for each Activation using consecutive calendar days after Substantial Completion. (Refer to Subparagraph 1.1.15)

8.2 Progress and Completion

8.2.1 All time limits stated in the Contract Documents are of the essence.

8.2.2 The Contractor shall begin the Work on the Date of Commencement as defined in Subparagraph 1.1.7. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.3 The Contractor shall take into account all contingent Work which has to be done by other parties, arising from any causes whatsoever, and shall not plead his want of knowledge of said contingent Work as an excuse for delay in his Work, or for the nonperformance thereof.

8.2.4 There shall be no recovery by the Contractor for constructive acceleration of his Work on the Project and there shall be no recovery for any acceleration costs
unless the Contractor receives prior written authorization by the Architect/Engineer or the Owner.

8.3 Delays and Extensions of Contract Time

8.3.1 If the Contractor is delayed at any time in the progress of the Work by an act or neglect of the Owner or the Architect/Engineer or by any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated (delays for rain will only be considered when NOAA monthly average is exceeded), unavoidable casualties, or any causes beyond the Contractor's control, or by any other causes which the Architect/Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect/Engineer may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Architect/Engineer not more than ten (10) days after the commencement of the event; otherwise, it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for extension of time shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them.

8.4 Liquidated Damages.

8.4.1 Because some of the actual damages for delay are difficult to compute, the Contractor and his Sureties shall be liable for and shall pay to the Owner, stipulated as fixed and agreed Liquidated Damages, that represent the Owner's losses as a result of increased cost of project administration by Owner's personnel, and inconvenience only, the sum of money stated in the section 8.4.2 for each consecutive calendar day of the delay until the Work is substantially completed and accepted. The assessment of Liquidated Damages recited herein shall not preclude the recovery of any other actual damages incurred by the Owner as a result of the Contractor's delay.

8.4.2 The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Board will suffer financial loss if the work is not substantially complete within the time specified, plus any extensions thereof, allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that, as liquidated damages for the delay (but not as a penalty) representing the Owner's loss due to the increased cost of project administration and inconvenience only, the Contractor shall pay the Owner $0 (Minimum of $500 or amount based on formula, whichever is greater) per day for each calendar day that expires after the time specified for Substantial Completion until the work is substantially complete and one-half of that amount for each calendar day that expires after the time specified for Final Completion until the work is finally completed. The assessment of liquidated damages shall not preclude the recovery of actual damages by the Owner from the Contractor.

8.5 No Damages for Delay - Contractors
8.5.1 The Contractor shall not be entitled to any compensation on account of hindrances, disruptions or delays from any cause whatsoever, whether or not the Owner causes such hindrances, disruptions or delays solely or in part. If the hindrances, disruptions or delays are caused by an act of God, by the willful or grossly negligent acts of the Owner, or by the Owner’s active interference with the Work of the Contractor, such hindrance, disruption or delay may entitle the Contractor to a reasonable extension of time in which to complete the Work which shall be determined at the sole discretion of the Owner, provided that the Contractor shall give the Owner written notice of such hindrances, disruptions or delays within ten (10) days after their occurrences. Said extension of time in which to complete the Work shall be Contractor's sole and exclusive remedy for damages on account of hindrances, disruptions or delays from any cause whatsoever, whether or not such hindrances, disruptions or delays are caused solely or in part by the Owner.

8.5.2 For purposes of this section, events giving rise to delays, hindrance, disruption, or inefficiencies shall include but shall not be limited to situations, associated with differing site conditions; associated with obtaining rights-of-way, easements and other interests in real property; modifications or increases of the Scope of the Work; in acquiring permits; the Owner's or a third party's failure to furnish access to a site; untimely approval of plans or shop drawings; delay in approval or rejection of proposed changes; subsurface conditions; moratoria on excavation or construction; governmental action, inaction or regulation; asbestos removal and any other cause whatsoever whether or not caused solely or in part by the Owner.

ARTICLE 9 - PAYMENTS AND CONDITIONS

9.1 Schedule of Values

Within ten (10) days of Notice to Proceed, the Contractor shall submit to the Architect/Engineer a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer and Owner may require. This Schedule, unless objected to by the Architect/Engineer, shall be used only as a basis for the Contractor's Applications for Payment. The Schedule of Values shall be submitted on AIA Document G702/G703, most recent Edition.

9.2 Applications for Payment

9.2.1 At least ten (10) days before the date for each progress payment established in the Construction Contract, the Contractor shall submit to the Architect/Engineer an itemized Application for Payment, notarized and supported by such data substantiating the Contractor's right to payment as the Owner or the Architect/Engineer may require, and reflecting retainage, and any schedule information as provided in Subparagraph 4.12 or any other data that may be required by the Architect/Engineer or the Owner. Each Application for Payment shall be submitted on AIA Document G702/ G703, most recent Edition with the identical format and data as the approved Schedule of Values.

9.2.2 Unless otherwise provided in the Contract Documents, payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials and equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those
materials and equipment stored off the site. No materials stored off site may be moved to any location other than the project construction site without the written authorization of the Owner.

9.2.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by another person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3 Certificates for Payment

9.3.1 The Architect/Engineer will, within seven (7) days after the receipt of the Contractor's monthly Application for Payment, either issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect/Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.3.2 The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests, deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate; and that the Contractor is entitled to payment in the amount certified.

9.4 Progress Payments

9.4.1 After the Architect/Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Construction Contract.

9.4.2 The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contract on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate written agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner, and obtain and provide sworn affidavits attesting that the payments have been made.

9.4.3 The Architect/Engineer may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect/Engineer on account of Work done by such Subcontractor.
9.4.4 The Owner shall not have any obligation to make payment nor to mandate the payment of any monies to any Subcontractor, Sub-subcontractor, supplier or materialman.

9.4.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents by the Owner.

9.5 Partial Release of Lien

The Contractor, subcontractors, suppliers shall provide with each Application, a Partial Release of Lien and Certificate of Payment based upon the preceding pay request, thereby extinguishing all claims or action against the Owner for any work or materials performed as of that date. All applications for payment must contain partial or full release of liens from subcontractors, duly notarized.

9.6 Payments Withheld

9.6.1 The Architect/Engineer may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion, he is unable to make representations to the Owner as provided in Subparagraph 9.3.2. If the Architect/Engineer is unable to make representations to the Owner as provided in Subparagraph 9.3.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.3.1. If the Contractor and the Architect/Engineer cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Architect/Engineer may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify from the beginning the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:

9.6.1.1 Defective Work not remedied;

9.6.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

9.6.1.3 Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

9.6.1.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

9.6.1.5 Damage to the Owner or another Contractor;

9.6.1.6 Reasonable evidence that the Work will not be completed within the Contract Time;

9.6.1.7 Persistent failure to carry out the Work in accordance with the Contract Documents;

9.6.1.8 Failure of the Contractor to provide documentation, schedules or any materials or tests required by the Owner or Architect/Engineer pursuant to the Contract Documents;
9.6.1.9 Failure to meet the approved (by the Architect/Engineer schedule timetable; or,

9.6.1.10 Failure of the Contractor to maintain his insurance as set forth in Article 11.

9.6.1.11 Any amount withheld as a result of any of the above shall be paid at the next regular pay request upon completion of the discrepancy. No interest will be paid as a result of this action.

9.7 Force Account Work

9.7.1 Definition (Refer to Subparagraph 1.1.16)

9.7.2 Payment for all Work performed and labor or materials furnished on a force account basis will be made as follows:

9.7.2.1 Labor - For all labor and foremen employed on the specific operations, the Contractor will receive the rate of wage (or scale) plus subsistence or travel costs agreed upon in writing before beginning Work for each and every hour that said labor and foremen are actually engaged in such Work and paid therefore. Agreed wage rates will not be in excess of the rates paid for comparable Work on the project. The Contractor will receive compensation for his costs of payroll tax levies, insurance premiums, and employment benefits generally applicable to his employees, in proportion to the wages paid above. If a fixed percentage is stated in the special provisions, the amount of such compensation will be the product of the fixed percentage and the actual cost of wages paid above, excluding fringe benefits. Fringe benefits will be reimbursed separately and in addition to the fixed percentage. If no fixed percentage is stated in the special provisions, compensation will be the actual amount paid by the Contractor for these items.

9.7.2.2 Materials - For materials delivered to the Work and accepted by the Architect/Engineer, the Contractor will receive the actual costs of such materials including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost ten percent (10%) will be added.

9.7.2.3 Equipment

9.7.2.3.1 For any machinery or special equipment (other than small tools), the use of which has been authorized by the Architect/Engineer, the Contractor will be paid the rental rates agreed upon in writing before starting such Work, except when the equipment rental rates to be paid are stated in the special provisions. Payment will be made for the actual number of hours that the equipment is in operation on the Work and will include fuel and lubricants. Downtime due to equipment breakdowns is not billable.

9.7.2.3.2 Transportation charges for each piece of equipment to and from the site of the Work will
be paid provided (1) the equipment is obtained from the nearest approved source, (2) the return charges do not exceed the delivery charges, (3) haul rates do not exceed the established rates of licensed haulers, and (4) such charges are restricted to those units of equipment not already available and on or near the project.

9.7.2.3.3 Whenever equipment has been ordered held on the job on a standby basis by the Architect/Engineer, half-time rates for the equipment will be paid for such standby time during normal working hours.

9.7.2.3.4 All equipment used will be presumed to be in good operating condition. No percentage shall be added to equipment rental rates, and no additional compensation will be made for repairs.

9.7.2.4 Miscellaneous - No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

9.7.2.5 Records - The Contractor's representative and the Architect/Engineer shall compare records of the cost of Work done at the end of each day as ordered on a force account basis. Copies of these records shall be made upon suitable forms approved by the Architect/Engineer for this purpose and signed by both the Architect/Engineer and the Contractor's representative, one copy being retained by each party.

9.7.2.6 Statements - No payment will be made for Work performed on a force account basis until the signed records required in 9.7.2.5, detailed as follows have been prepared:

9.7.2.6.1 Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman.

9.7.2.6.2 Designation, dates, daily hours, total hours, rental rates, and extension for each unit of machinery and equipment.

9.7.2.6.3 Quantities of materials, prices, and extensions.

9.7.2.6.4 Transportation of materials.

9.7.2.6.5 Cost of payroll tax levies, insurance premiums, and employee benefits, if no fixed percentage appears in the special provisions.

9.7.2.6.6 Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if
materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

9.7.2.7 Payment - Payment for authorized Work done under this subsection will be made with the monthly Applications for Payment. The amounts to be paid will be based on the signed daily records of Work performed and the Contractor's statements of costs are required by Subparagraphs 9.7.2.5 and 9.7.2.6 above. The additional payment, based on the percentage stated in Subparagraphs 9.7.2.1 and 9.7.2.2 above, shall constitute full compensation for all items of expense not specifically designated. The total payment made as provided above shall constitute full compensation for such Work.

9.8 Substantial Completion

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 1.1.26, the Contractor shall prepare for submission to the Architect/Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Requests for Substantial Completion inspections that are not accompanied by this list will not be honored. When the Architect/Engineer, on the basis of an inspection, determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect/Engineer, the Owner may make payment, reflecting adjustment in retainage, if any, an amount equal to three times the estimated value (as determined by the Architect/Engineer of the punch list items remaining to be completed for such Work or portion thereof, as provided in the Contract Documents. Nothing in this section shall preclude the retention of additional amounts as provided for in Paragraph 9.6 or other contract provisions.

9.9 Final Completion and Final Payment

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully
performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Architect/Engineer’s final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled. The date of Final Completion shall be that date indicated on the Contractor's Final Application for Payment and validated by the Architect/Engineer signing and dating of the Certificate for Payment. Final payment shall not be made until inspection and approval of the Work by the Office of Building Code Enforcement, Duval County Public Schools.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect/Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) Consent of Surety, if any, to final payment and, (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens or claims, duly notarized, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor, at his expense, may furnish a Bond satisfactory to the Owner to indemnify him against such lien or claim.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect/Engineer so certifies, the Owner shall, upon application by the Contractor and certification by the Architect/Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected plus additional amounts retained pursuant to the Contract Documents is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect/Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims by the Owner only.

9.9.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing in strict compliance with the time requirements as set forth in the Contract Documents and identified by the Contractor in writing as unsettled at the time of the final Application for Payment.

9.9.5 The Application for Payment for the final payment under the Contract shall include the following forms:

9.9.5.1 Consent of Surety to Final Payment on AIA Document G707.

9.9.5.2 Contractor's Affidavit of Release of Liens on AIA Documents G706 and G706A certifying that the prime Contract, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor, or services on the project, release or waive any lien or claim, duly notarized, against the Owner arising in the construction project.
ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

10.1.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

10.1.1.1 All employees on the Work and other persons who may be affected thereby;

10.1.1.2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors;

10.1.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, roadways, structures, and utilities not designated for removal, relocations, or replacement in the course of construction.

10.1.2 The Contractor shall promptly remedy all damage or loss caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them and for which the Contractor is responsible. Nothing in this section shall limit the Contractor's obligations or responsibilities under Paragraphs 4.17 or 10.2.

10.1.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner or the Architect/Engineer.

10.1.4 The Contractor shall not load with materials nor permit any part of the Work to be loaded with materials so as to endanger its safety.

10.1.5 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.1.6 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs, erecting of barriers and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.1.7 No power-driven fasteners will be used on school sites that utilize a cartridge charge without prior approval of the Owner. This requirement prevails for all disciplines and areas of Work.

10.1.8 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.1.9 The Contractor shall be responsible for compliance with all O.S.H.A. regulations and standards.
10.1.10 Prior to issuance of the Notice to Proceed, a safety plan shall be provided by the Contractor, which clearly delineates areas, for construction, safety barriers, exits, construction traffic during the various phases of the project and when conditions change. Where heavy machinery, as is used for earth moving or scraping, is required to work on a construction site, the work shall be separated from occupants by secure double barriers with a distance of ten (10) feet in between. New construction, remodeling or renovations in existing facilities shall not reduce the means of egress below the requirements for new buildings; safe means of egress from a student-occupied space may be accomplished as authorized by NFPA 101. New construction (additions) shall not block or reduce safe means of egress.

10.2 Emergencies

In any emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened damage, injury or loss. Any such emergency must be reported to the Architect/Engineer as soon as possible but not later than twenty-four (24) hours from the time that the emergency is discovered by the Contractor.

ARTICLE 11 - INSURANCE

11.1 Insurance

Duval County Public Schools shall be named as an additional insured on all Insurance Policies and all insurance related documents and must indicate the DCPS project name and project number.

11.1.1 Contractor's Liability Insurance: The Contractor shall provide and maintain during the life of the Contract as provided below, insurance that will provide protection from claims under Worker's Compensation Acts and from claims for damages including automobile liability or bodily injury, including property not in the Contractor's care, custody or control, which may arise from and during operations under this Contract including delay damages, whether such operations be by the Contractor or any Subcontractor or anyone directly or indirectly employed by either in connection with the Work.

11.1.2 Worker's Compensation Insurance: The Contractor shall provide and maintain during the life of the Contract, Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Worker's Compensation Law and any applicable Federal Workmen's Compensation Laws. In case any class of employees engaged in hazardous work under this contract is not protected under the Worker's Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

11.1.3 The Contractor shall procure and carry Public Liability Insurance insuring against Bodily Injury, Personal Injury, and Property Damage, in limits of not less than five hundred thousand dollars ($500,000) per claimant, five hundred thousand dollars ($500,000) per incident or occurrence, with Motor Vehicle Liability Insurance provided in the sum of not less than five hundred thousand dollars ($500,000) per claimant, five hundred thousand dollars ($500,000) for each occurrence, for both bodily injury and property damage, all indicated coverages insuring the
Contractor and the Owner as their interest may appear. Broad form property
damage is required on Contractor's public liability so that completed operations
coverage extends to Work performed by the Contractor. Such insurance shall
protect the Owner from claims from such operations under the Contract, whether
such operations are conducted by the Contractor or by any Subcontractor, or
anyone directly employed by either. Coverage shall include Comprehensive
General Liability and products and completed operations liability. Owners and
Contractors Protective Liability shall be carried by the Contractor for the Owner.
During the life of the Contract, the Contractor shall maintain Excess Liability
Umbrella Form coverage in the amount of $1,000,000 for projects with contract
values not exceeding $5,000,000. For projects with contract values exceeding
$5,000,000, the Contractor shall maintain coverage in the amount of at least 20%
of the contract value or $5,000,000, whichever is less.

11.1.4 The Contractor shall provide insurance either on a Builders Risk completed value
form or an Installation Floater form to cover the perils of fire, wind, extended
coverage, vandalism, malicious mischief and theft for 100 percent (100%) of the
value of the Work under this Contract. Insurance shall be provided in the name
of the Owner and the Contractor.

11.1.5 The insurance required by Subparagraph 11.1.1 shall include contractual liability
insurance applicable to the Contractor's obligation under Paragraph 4.17.

11.1.6 The Contractor shall furnish assurance and evidence (prior to executing the
Contract) that the insurance specified and required to be carried by the
Contractor under these articles and/or elsewhere in and by the Contract
Documents by filing with the Owner the original policies thereof or standard form
of certificate stating that said insurance shall not be lapsed or canceled during
the progress of the Work covered thereby prior to first having given the Owner
forty-five (45) days
notice in writing by return receipt or certified mail, of intentions to lapse or cancel
same and receiving written authorization for the substitution of any insurance by
the Owner.

11.1.7 All insurance companies shall be licensed and registered  to do business in the
State of Florida. In addition, the Insurance Company shall be acceptable to the
Owner.

11.1.8 The Contractor shall maintain all insurance in full force and effect until receipt by
the Contractor of final acceptance of the Work by the Owner.

11.1.9 If the Owner finds it necessary to occupy or use a portion or portions of the Work
prior to Substantial Completion thereof, such occupancy shall not commence
prior to a time mutually agreed to by the Owner and the Contractor and to which
the insurance company or companies providing the property insurance have
consented by endorsement to the policy or policies. This insurance shall not be
canceled or lapsed on account of such partial occupancy. Consent of the
Contractor and of the insurance company or companies to such occupancy shall
not be unreasonably withheld.

11.1.10 It shall be the Contractor's exclusive responsibility to notify the bonding company
or surety company of any changes that occur which may require additional
coverage.

11.2 Loss of Use Insurance

The Owner, at his option, may purchase and maintain such insurance as will insure him against
loss or use of his property due to fire or other hazards, however caused.
ARTICLE 12 - CHANGES IN THE WORK

12.1 Change Orders

12.1.1 **Definition** (Refer to Subparagraph 1.1.6)

12.1.2 The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement to the change to include any adjustment in the Contract Sum or the Contract Time. Without a specific written statement on the face of the Change Order document stating otherwise, the Contractor waives any claims for additional time or compensation related to the items contained in that Change Order.

12.1.3 The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.

12.1.4 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

12.1.4.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient acceptable substantiating data to permit evaluation;

12.1.4.2 by unit prices stated in the Contract Documents or subsequently agreed upon;

12.1.4.3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;

12.1.4.4 for all Work done by his own organization, the Contractor may add ten percent (10%) of his net increase in direct costs for combined overhead and profit;

12.1.4.5 for all Work done by Subcontract, the respective Subcontractors may add ten percent (10%) of their net increase in direct costs for combined overhead and profit, and the Contractor may then add five percent (5%) of the above Subcontractor's total for his overhead and profit;

12.1.4.6 where changes involve the Contractor and one or more Subcontractors, the breakdown shall itemize the above percentages separately, by use of individual change order estimate forms.

12.1.5 The Contractor shall keep and present, in such form as the Architect/Engineer may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. All costing shall be done by discreet accounting and Contractor must follow generally accepted accounting procedures in the administration of its financial records under the contract. Failure to keep records shall result in waiver of any claim not supported as required above, by the Contractor. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor including social security, old age and unemployment insurance, and
fringe benefits required by agreement; worker's compensation insurance; bond premiums; and rental value of equipment and machinery. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increases, if any, with respect to that change.

12.1.6 The requirement to give written notice to the Owner or the Architect/Engineer, for any event that may give rise to a claim for a Change Order or equitable adjustment of time, shall be specifically adhered to, or the Contractor shall waive his right to submit a claim not complying with the notice requirements.

12.1.7 For any additive Change Order or Change Order seeking an extension of the Contract Completion date, the Contractor shall provide a Consent of Surety indicating that the Surety agrees to bond the Work associated with each Change Order. The Consent of Surety shall be executed by the Surety who provided the Performance and Payment Bond and shall indicate the Change Order number, the adjustment of the Contract Sum and be dated the same as the Change Order. Any premiums associated with the Consent of Surety shall be included in the proposed adjustment.

12.2 Concealed Conditions

12.2.1 Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, and by careful prebid site examination and investigation by the Contractor or should unknown physical conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract be encountered, the Contract Time and/or Sum may be equitably adjusted by Change Order upon claim by either party made within ten (10) days after the first observance of the conditions.

12.3 Claims for Additional Cost or Time

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum or extension of Contract Time, he shall give the Architect/Engineer written notice thereof within ten (10) days after the occurrence of the event-giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall act immediately and notify the Architect/Engineer or the Owner as soon as possible. No such claim shall be valid unless so made. Any change in the Contract Sum or Contract Time resulting from such claim shall be authorized by Change Order. The Contractor shall not submit a claim for any delay, disruption or hindrance damages as set forth in Paragraph 8.5.

12.3.2 Failure to receive prior written authorization to perform any additional Work by the Contractor shall preclude the Contractor from recovering from the Owner.

12.4 Minor Changes in the Work

The Architect/Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.
ARTICLE 13 - UNCOVERING AND CORRECTION OF WORK

13.1 Uncovering of Work

13.1.1 If any portion of the Work should be covered contrary to the request of the Architect/Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to being covered, the Architect/Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by a separate contractor as provided in Article 6, in which event the separate contractor shall be responsible for the payment of such costs.

13.2 Correction of Work

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect/Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs for correcting such rejected Work.

13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of notification from the Owner to do so. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work, which are defective, or nonconforming, which have not been corrected under Paragraph 4.5, and Subparagraphs 13.2.1 and 13.2.2, unless removal is waived by the Owner.

13.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Paragraph 4.5 and Subparagraph 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or nonconforming Work within a reasonable time fixed by written notice from the Architect/Engineer, the Owner may remove it and may store the materials or equipment at the expense of the Contractor.

13.2.6 If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect/Engineer's additional
services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor or his Surety shall pay the difference to the Owner.

13.2.6 The Contractor shall bear the cost of making good all Work of the Owner or separate Contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation that the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one (1) year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 Acceptance of Defective or Nonconforming Work

If the Owner prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum. Such adjustment shall be effected whether or not final payment has been made. Remedy other than contract reduction, such as extended warranty for defective or non-conforming work may be acceptable at the option of the Owner.

ARTICLE 14 - TERMINATION OF THE CONTRACT

14.1 Termination by the Contractor

Should the Work be stopped by any public authority for a period of thirty (30) days or more, through no fault of the Contractor, or should the Work be stopped through act or neglect of the Owner for a period of fifteen (15) days, or should the Owner fail to pay the Contractor any payment within twenty (20) days after it is due, then the Contractor, upon seven (7) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work actually completed and approved by the Architect/Engineer, and materials purchased and delivered, plus contractual markup thereon representing profit and overhead and reasonable costs of demobilization only. 

14.2 Termination by the Owner

14.2.1 Should the Contractor refuse or fail to prosecute the Work or any part thereof properly and diligently and in substantial accord and compliance with the schedule or schedules agreed upon and filed with the Architect/Engineer, or any extension thereof, or if the Contractor should fail or refuse to perform any requirement or provision of the Contract specified to be performed by the Contractor, then and in either event, the Owner, after ten (10) days written notice to the Contractor of the default, may take over the Work, or such a portion thereof as may be in default or arrears, and correct the fault and make good the deficiency and the cost thereof will be deducted from the Contract Sum and may be withheld from any amount due or that may become due the Contractor from the Owner; or, at the Owner's option, may declare the entire Contract terminated and take possession of all materials, tools, machinery, equipment and appliances
on the site of the Work and complete the Work by the Owner's own forces, or in such other manner and means as the Owner may deem necessary or expedient; the Owner to remain accountable to the Contractor only for any excess that may remain between the cost of the Work completed by either such methods and the Contract Sum, the Contractor and his Sureties remaining at all times liable to the Owner for any deficit remaining between the cost of the completion of the Work by either of the methods aforesaid and the Contract Sum; provided that the exercise of any right or option in this Article reserved by or granted to the Owner shall not be prejudiced, estopped, nor shall it bar any right or remedy the Owner may have under the full terms of the Contract. The Contractor or his Sureties shall be liable for the payment of Liquidated Damages that have accrued from the completion date established up to and including the Contractor's right to proceed.

14.2.2 The Contractor may not be assessed Liquidated Damages for any delays due to unforeseeable causes beyond the fault or negligence of the Contractor, including, but not restricted to the Acts of God, acts of Government, acts of the Owner, fires, floods, epidemics, strikes (with which the Contractor has no direct connections) and unusually severe weather. The Contractor shall, within ten (10) days from the beginning of such delay, notify the Architect/Engineer in writing the causes of the delay and the anticipated consequences to the completion of the project and the Owner may, when it is certified by the Architect/Engineer and supported by findings of fact justify an extension and award the Contractor an extension of Contract Time to complete the Work based on excusable noncompensable delay.

14.2.3 The Owner may terminate performance of the Work under this contract or terminate the Contractor in whole or, from time to time, in part if the Owner determines that the termination is in the Owner's best interest. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of the termination and the effective date. After Notice of Termination, the Contractor shall cease work pursuant to the Notice and not incur any additional cost and submit a final termination accounting to the Owner. The Contractor shall submit the accounting promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Owner. The Contractor shall receive payment representing the cost of Work done, materials ordered and delivered prior to the issuance of the Notice of Termination plus no more than ten percent (10%) additional for overhead and profit unless costs otherwise include overhead and profit. The Contractor shall not be entitled to any other recovery as a result of the Owner's termination for convenience.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 Owner's Right to Audit

The Contractor agrees that the Owner has the absolute right at reasonable times to perform, at its expense, an audit of the Contractor's financial records.

15.2 No Claim for Attorney Fees or Preparation Costs

The Contractor agrees that under no circumstances shall it make a claim for nor receive any attorney's fees or claims preparation costs from the Owner.

15.3 No Claim for Home Office Overhead

Should for any reason, a court refuse to enforce the no damages for delay clause, the Contractor shall not make a claim nor receive any compensation for home office overhead.
15.4 Owner's Access to Records

The Owner shall have access at any time, or as many times as necessary, to review and obtain copies from the Contractor (at a cost not to exceed $.10 per copy) of all correspondences, records, logs, diaries, financial information and all documents other than attorney/client privileged materials held or obtained by the Contractor related to this project. If any documents or construction data shall be collected at any site other than the Project site, these locations must be provided to the Owner.

15.5 Contractor's Proof of Cost

The Contractor must provide proof of the costs of any claim by actual discreet accounting methods, recognized by generally accepted accounting principles and no claim shall be permitted based on estimation, average, MEANS, hypothetical formula or the like.

15.6 Contractor waives attorney fees & construction preparation cost.

The Contractor waives any right to seek attorney fees and construction preparation costs from the Owner.

15.7 Methodologies used in computations

The Contractor shall not present nor recover on any claim from the Owner based on any formula(s), hypothetical or statistical methodologies used in damage computation. The Contractor may only recover for damages, which are documented using discreet accounting records, and with pay records that specifically indicate any alleged damage, loss or cost.

END OF SECTION 01000
SECTION 01005
INDEX OF DRAWINGS

1.01 Purpose

The purpose of this section is to provide a listing of those Drawings which are a part of this Contract:

DT-1  Three Stage Softwall Decontamination Unit Detail  April 29, 2010
DT-2  Three Stage Hardwall Decontamination Unit Detail  April 29, 2010
DT-3  Temporary Partition Softwall Barrier Detail   April 29, 2010
DT-4  Temporary Partition Hardwall Barrier Detail   April 29, 2010
DT-5  Single Stage Decontamination Unit Detail   April 29, 2010

Other Drawings, as necessary, will be included in the Work Order for each job.

END OF SECTION
SECTION 01010

SUMMARY OF WORK

1.01 RELATED WORK

A. General Conditions - Section 01000
B. Special Requirements and Provisions – Section 01030
C. Regulatory Requirements – Section 01060
D. Submittals – Section 01300
E. Testing Laboratory Services – Section 01410
F. Hazardous Material Abatement – Section 13280
G. Lead Based Paint Abatement – Section 13285
H. Encapsulation of Lead Based Paint – Section 13286
I. Disposal of Lead Containing Waste Material – Section 13287
J. Microbial Remediation – Section 13289

1.02 WORK COVERED BY CONTRACT DOCUMENTS

The work covered by contract documents includes the removal and disposal of asbestos-containing materials and other environmental services at various Duval County School Facilities on an as needed basis.

1.03 WORK UNDER OTHER CONTRACTS

A. Air monitoring for the Owner.

1.04 WORK EFFORT SEQUENCE OF PRIORITIES

Contractor shall be responsible for coordination with other entities at each job site, including but not limited to, Duval County Public Schools Staff, school principals, other contractors and subcontractors, the design professional, and the testing laboratory retained by the Owner.

1.05 CHANGES

No special implication, interpretation, construction, connotation, denotation, import or meaning shall be assigned to any provision of the Contract Documents because of changes created by the issuance of any (1) addendum, (2) amendment, (3) bulletin, (4) notice of deletion, (5) notice of omission, or (6) change order other than the precise meaning that the Contract Documents would have had if the provision thus created had read originally as it reads subsequently to the (1) addendum, (2) amendment, (3) bulletin, (4) notice of deletion, (5) notice of omission or (6) change order by which it was created.

1.06 CONTRACT FORMS AND BIDDING REQUIREMENTS

A. Forms, requirements and documents included in this Project Manual, together with the Table of Contents, are a part of the Contract Documents.
B. Drawing sheets as indicated on the Index of Drawings are a part of the Contract Documents.

C. Documents, affidavits and printed forms included in the Contract Documents are required by the Duval County School Board.

D. The requirement of Division 0 and 1 apply to all Divisions and Sections of the Project Manual as if reproduced therein.

1.07 TEST REPORTS

A. The Owner has had certain materials in the work area tested. Copies of these reports are available at the office of the Owner and Asbestos Consultant. However, the Contractor is cautioned that, should he make interpretations, form opinions or draw conclusions as a result of examining the test results, those interpretations, opinions and conclusions will be those made, formed and drawn solely by the Contractor. The test results are specifically excluded from the Contract Documents.

1.08 CONTRACTOR USE OF PREMISES

A. General: Limit use of the premises to construction activities in areas indicated. Confine operations to areas within Contract limits indicated.

B. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

C. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner’s employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

1.09 OWNER OCCUPANCY

A. Full Owner Occupancy: The Owner will occupy the site, adjacent spaces and adjacent buildings during the entire abatement period, outside of the designated abatement area. Cooperate with the Owner during abatement operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner’s operations.

1.10 PARKING

A. On-site parking is limited at the project sites. Utilize only those parking areas designated by Owner for storage trailers, vehicles, disposal containers and equipment.

1.11 PREJOB DAMAGE INSPECTION

A. Prior to starting work, perform a thorough survey of property and all affected areas of the work area with Owner and Asbestos Consultant to document existing damage.

1.12 CORRECTION OF DAMAGE TO PROPERTY

A. Consider any damage to building or property not identified in the prejob damage survey as having resulted from the execution of this contract. Correct damage at no additional cost.

1.13 BUILDING SECURITY

A. Maintain personnel in asbestos work areas at all times any portion of the work areas are open or not properly secured. Completely secure all asbestos work areas at the end of each working day with a locking device.

1.14 OBSERVATIONS
Asbestos Consultant will observe the status and progress of the Work for completeness and general compliance with the requirements of the Contract Documents at a minimum of the following times during the Project:

1. Following complete preparation of the work area(s) and prior to proceeding with actual asbestos removal.
2. During removal.
3. At designated times during the cleaning phases.
4. As appropriate during the Work outlined elsewhere in the Contract Documents.

B. Notify Asbestos Consultant 24 hours in advance of the need and readiness for such observations. Should no advance notice be given to the Asbestos Consultant, Asbestos Consultant will make reasonable effort to comply with time of requested observation. Do not proceed until such observation by Asbestos Consultant is made.

1.15 SIGN-IN/OUT LOG

A. Prior to the start of any asbestos abatement activity a contractor’s project logbook will be established. This logbook will serve as a vehicle for maintaining all the records associated with the project. The logbook will be used to record accidents, unusual events or occurrences (such as failure of the negative air system or containment barriers) personnel and area air sampling results, notes, concerning any deviation from standard work practices, daily sign-in/sign-out of employees and authorized visitors, and a day-by-day account of the work progress. The logbook will also record emergency telephone numbers inside the front cover. The logbook will be hard bound and shall be signed each day by the resident consultant and the project supervisor.

1.16 UTILITIES

A. Contractor may temporarily connect to existing permanent utilities during execution of the project. Remove connections and all extensions of utilities at project completion. Return all utilities to original condition upon completion of project.

1.17 CLEAN-UP

A. Leave all areas clean and free of miscellaneous debris and equipment at completion of work.

END OF SECTION
SECTION 01020
GENERAL REQUIREMENTS

1.01 Content

This specification sets forth requirements for the day-to-day coordination of the work effort in order to minimize the disruption of:

A. School schedule
B. Teaching environment
C. School utilities
D. School security

1.02 Daily, Ongoing Coordination

The Contractor shall maintain an ongoing daily coordination of his work effort with the school staff. The Contractor shall adjust his construction effort and work hours to minimize disruptions to the normal operation of the school.

1.03 Contractor's Working Hours

A. SUMMER HOURS: N/A

B. The Contractor shall coordinate his planned working hours with the school Principal in advance. Circumstances, which alter these plans, will require further coordination and approval by the principal.

C. No work shall be performed at any time unless a school custodian or other person assigned by the school principal is on duty.
   1. Normal custodian hours are 7:30 a.m. to 11:00 p.m. Monday through Friday.
   2. The above hours are maintained during the regular school term. However, custodian holidays are not always the same as those of the faculty and students.
   3. Variations occur in normal working hours from one school to another.

D. Regular Term School Day:
   1. Regular Schools

   Kindergarten 8:30 a.m. - 1:30 p.m.
   Elementary 8:30 a.m. - 3:00 p.m.
   Middle 9:15 a.m. - 4:00 p.m.
   High 7:20 a.m. - 2:20 p.m.
2. Magnet Schools

School hours may vary significantly at magnet schools. Confirm school hours with OFDC Project Manager.

E. School Terms

1. Regular: fall, winter, spring sessions.
2. Summer.
3. Modified Calendar: confirm track with OFDC Project Manager.

F. Special Functions During the School Day.

1. Special school functions such as school-wide testing, etc., may be scheduled during the construction effort.
2. The Contractor shall not schedule or perform work that will interfere with the operation of school during special school functions or testing.
3. Coordinate with the school Principal.

1.04 Construction Noise/Interference

A. Construction noise or the normal results of construction operations will not be allowed to interfere with the normal operations of the school or any of its support areas such as the cafeteria, media center, etc.

B. The Contractor shall plan his operations accordingly if noise, dust or smoke may cause his operations to be delayed or performed before or after normal school hours.

C. The Contractor shall notify the school Principal prior to any electrical work being performed to preclude interruption of power to the school's computer center or any other school areas.

1.05 Functions After the School Day

A. School facilities may be utilized after the school day for:

1. Community education
2. Scheduled school activities
3. Sporting events
4. Community-related events

B. The Contractor shall coordinate with the Principal to avoid interfering with after-hour school functions.

C. The Contractor will receive cooperation and understanding from the Principal with regard to maintaining a Construction Schedule.
1.06 Work Within Occupied Space

Should planned work be virtually noise, odor and/or pollutant-free, the Principal may allow work in certain occupied areas while school is in session. Coordinate with the Principal.

1.07 Weekend and Holiday Work

A. The Contractor shall obtain the permission of the Owner prior to scheduling work on weekends or holidays. The Contractor shall not perform construction work without the aforementioned permission. Permission shall be obtained for each individual occasion prior to work being performed.

B. To insure the continuity of quality construction, an inspector from the Office of Building Code Enforcement, Duval County Public Schools, 8015 Parker School Road, Jacksonville, Florida 32211-5110, Telephone (904) 858-1916, must be scheduled for all weekend/holiday work. Also, to gain access to the work and provide security, an assigned school person on duty (Duty Custodian) shall be arranged for with the principal at least forty-eight (48) hours in advance. Locking the school shall be the responsibility of the assigned person on duty.

C. The Contractor shall reimburse the Owner for those costs incurred by the Owner in providing:
   1. A weekend/holiday Inspector.
   2. An assigned school person on duty (Duty Custodian).

D. The Contractor shall arrange for an Inspector two working days prior to the weekend or holiday for which the Inspector is needed. The Owner schedules weekend/holiday inspectors.

E. The Contractor shall arrange for a person on duty (Duty Custodian) two working days prior to the weekend or holiday required. The school Principal schedules weekend or holiday persons on duty.

F. The Contractor shall not expect the assigned person on duty (Duty Custodian) to perform any construction work whatsoever or clean or remove debris from the construction operations.

G. When work is complete at the end of the day, the Contractor shall leave the school in such a manner that it can be secured by the assigned school person.

H. The Contractor shall clean any debris, trash and dust caused by his operation during such periods of work so as to leave the occupied portions of the building in a clean, safe, healthful environment for the next school day.

1.08 Securing Occupied Spaces at the End of Each Day's Operations

A. The Contractor shall secure all openings in the exterior shell. He shall insure that existing occupied spaces are secure against both the weather and forced entry.

B. If after hours building security cannot be attained by standard construction methods, the Contractor shall post a bonded and licensed security guard.

C. The utilization of a guard shall be approved by the Owner prior to use.
1.09 Contractor's Superintendent

A. The Contractor's Superintendent shall be present at the job site while all construction operations are taking place.

B. The Superintendent shall remain on a particular job site until the work is completed or consent is granted by the Owner or Architect/Engineer for his early removal.

1.10 Site Commencement/Scheduling Coordination

A. The Contractor shall keep the Owner informed of his plans to begin work at any particular school.

B. The Contractor shall keep the Owner informed of any delays and/or changes in the work schedule.

1.11 Operating Utilities

A. During normal working hours and/or after-hour school activities, the school shall not be without operating utility services as a result of Contractor's operations.

B. Work effort shall be planned and coordinated with the Principal to preclude an untimely interruption of utility services.

C. The Contractor shall be aware that schools utilize computer information centers. Coordinate with school Principals to preclude interruption of electrical power to these centers.

1.12 Contractor's Clean-Up

The Contractor shall clean debris, trash and dust caused by daily operations to leave occupied building spaces in a clean, safe and healthful condition, ready for the next school day. Failure to do so shall result in immediate clean up at the Contractor's expense.

END OF SECTION 01020
1.01 Purpose

This specification section provides information regarding the following special subjects:

A. Procedures for Contract Execution receipt of Notice to Proceed.

B. Early Occupancy.

C. Special Provisions
   1. Toxic Substance
   2. Smoking
   3. I.D. Badges
   4. Appropriate Attire
   5. Fraternization with staff and students

1.02 Contract Start-Up Administration Procedures

The following sequence of events is generally adhered to in the completion of early contract administration details.

A. After the Bid opening, the Board requires a period of time for the administrative process of issuing a Notice of Award, i.e., Board consideration and possible approval, Contract preparation, etc.

B. Upon issuance of a Notice of Award, the Contractor will have 10 days to:
   1. Execute the Contract.
   2. Provide Performance and Material Payment Bond.
   3. Provide Complete Subcontractor Listing for all subcontracts.

D. Upon receipt of the Executed Contract and other documents in paragraph 1.02 B above, the Owner will issue individual Notices to Proceed in the form of a Work Order for specific work to be accomplished.

   1. Contract Time starts the day the Notice to Proceed is issued - not the day it is received by the Contractor.
   2. Coordinate closely with the Owner (Facilities Division) to determine date of commencement in the Notice to Proceed.
   3. Extensions of Contract Time will not be granted as a result of the normal administrative delay in actual receipt of the Notice to Proceed unless the Notice to Proceed is significantly delayed.
   4. Upon issuance of the Notice to Proceed, the Contractor shall:
      a. Begin shop drawing submittal and sample procurement.
b. Submit Construction Schedule within ten (10) days after Work Order issuance.

1.03 Owner's Occupancy

A. The Contractor shall coordinate his efforts and concentrate his work forces where Contract Documents indicate that certain portions of the Work be completed ahead of others.

B. Where certain portions of the Work are completed in advance of their scheduled date, the Owner shall reserve the right to take possession.

C. In either of the two above cases where the Owner desires to take partial possession of a construction project, the following considerations apply:

1. The taking possession of and use of part of the Work shall not be deemed as acceptance of any work not completed in accordance with the Contract Documents.

2. The Owner, ARCHITECT/ENGINEER and Contractor shall inspect the particular portion completed to determine its degree of completion prior to use or possession.

3. A Certificate of Substantial Completion shall be issued by the ARCHITECT/ENGINEER which defines the extent of the portion of work inspected and of which possession is to be taken or use established and shall establish the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance.

4. The Owner reserves the right to occupy any portion of the space at its discretion under any of the following conditions:

   (a) Project is past Contract Time without reaching Substantial Completion; or,

   (b) Space was scheduled for occupancy after date of Substantial Completion.

   (c) A Certificate of Occupancy has been issued for the occupied space.

If, in the opinion of the ARCHITECT/ENGINEER, the space to be occupied is safe for occupancy but has not reached a level of completion to be judged Substantially Complete, the Owner, at its discretion, may not issue a Certificate of Substantial Completion for the occupied space until such time as the work has reached a level to be considered so.

Should the Owner occupy a portion of the project and the remainder has not reached Substantial Completion in accordance with the Contract requirements, the delay damages to the Owner shall be pro-rated representing a sum for the total remaining work.

1.04 Special Provisions

A. Toxic Substances:

   In accordance with Chapter 87-202, Laws of Florida (CS/HB 8020), all toxic substances on the Florida substance list that are used in the repair, construction or maintenance of educational facilities are subject to certain provisions:

   1. The Contractor shall notify the Duval County School Board Facilities Division (Owner) in writing five (5) working days prior to the intended use of the substance.
2. The notification shall contain:
   a. Name of substance.
   b. Where substance is to be used.
   c. When substance is to be used.

B. Smoking:

Smoking is prohibited on school property including all buildings and grounds.

C. I.D. Badges

I.D. Badges and/or company logos on shirts or hats are required of all Contractors personnel.

D. Attire:

Proper attire shall be worn at all times.

1. Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted).
2. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
3. Shorts will not be permitted.
4. Proper shoes to insure the individual's safety shall be worn at all times.

E. Fraternization:

 Contractor staff shall not fraternize with school staff or students. Contractor shall not make payments or contributions to School Board staff, Design Professionals or consultants nor impart anything of value in excess of twenty-five ($25) dollars.

END OF SECTION 01030
SECTION 01040

COORDINATION

1.01 Architect/Engineer Control

A. The ARCHITECT/ENGINEER will render all interpretations of the Construction Documents upon request by the Owner or Contractor.

B. The ARCHITECT/ENGINEER will provide assistance for and approve solutions of construction problems.

C. Decisions relating to quality shall be approved by the ARCHITECT/ENGINEER.

D. Prior approval of the ARCHITECT/ENGINEER shall be obtained unless the approval of others is specifically required. Contractor is not to assume that approval has been given.

E. Product or System Approvals:
   1. Where products or systems are specified by manufacturer's name and noted as approved, subsequent approval is not required if utilized exactly as specified.
   2. The ARCHITECT/ENGINEER's approval implies only that a system is acceptable as it directly relates to the requirements of the Contract Documents. ARCHITECT/ENGINEER approval neither implies endorsement nor absence of fault.

F. Requests for changes shall be in writing. ARCHITECT/ENGINEER approval shall be in writing and obtained prior to work being performed.

G. Contract sum and/or time changes (Change Orders) shall require Owner's written approval prior to proceeding.

1.02 Contractor's Control

A. Definition of Authority, see:
   1. Instructions to Bidders, Section 00101.
   2. General Conditions, Section 01000.

B. The Contractor shall be responsible for coordinating the entire project.

C. The Contractor shall insure that work is performed according to the Contract Documents.

D. The Contractor shall:
   1. Assign work to subcontractors as required by:
      a. Labor and trade jurisdictions.
      b. Government regulations.

E. The Project Manual (PM) is organized according to types of work effort. However, additional work of similar type may be called for in more than one section. The Contractor is responsible for the total, overall coordination of work effort and shall insure the distribution and accomplishment of the total work effort regardless of PM organization.
F. The Contractor shall contract with those Subcontractors included on Sub-bidder Listing, Section 00300 as submitted with the proposal and as augmented by Section 01000.

G. The Contractor shall insure the distribution of all documents, correspondence, instructions, etc., to affected parties, subcontractors, material suppliers, etc.

H. The Contractor shall insure that all Subcontractors are informed of the requirements of the Contract Documents with specific emphasis to Division O and Division 1 of the Project Manual.

I. The Contractor shall cooperate with individuals authorized to visit the Work and insure that they conform to all safety and security requirements.

J. The Contractor shall notify the ARCHITECT/ENGINEER immediately of any condition, which will cause a delay, hindrance, or disruption in the construction process.

K. The Contractor shall coordinate the scheduling of work to be performed under other separate Owner contracts. The Contractor shall inform the Owner of work observed to be improperly executed and shall also reflect it on its daily reports.

1.03 Contractor/Subcontractor Joint Control Responsibilities.

A. The Contractor shall coordinate with Subcontractors, suppliers, etc. for the timely:
   
   1. Submittal of Product Data
   2. Samples
   3. Product orders
   4. Material deliveries
   5. Installations

B. The Contractor shall not expect nor receive time extensions or product substitutions as a result of improper administration. However, delays beyond the control of the Contractor and his agent may be legitimate reasons for time extensions.

C. The Contractor shall determine that material deliveries do not overload the structure and cause permanent deformation.

D. The Contractor shall be responsible for the protection of all work completed and in progress.

E. The Contractor shall educate his Superintendent of the importance of protecting completed work. The Superintendent will insure that Subcontractors protect work by other trades and thereby minimize damage to other work as well as their own. The Superintendent will insure that completed work is protected from the weather.

F. The Contractor shall coordinate the efforts of different trades for the building-in or connection of devices, equipment or services necessary for the installation of work.

G. The Contractor shall be responsible for receiving, storing and accounting for all deliveries of materials and equipment for the Work.

1.04 Installation of Products
A. Contractor shall install products in complete compliance with Contract Documents. This shall include the preparation or provision to receive the installation of a product, the preparation of a product for installation or application, the application or installation of a product or the adjustment and protection of a product.

B. Normally, Contract Documents require compliance with the manufacturer's instructions. In some cases, requirements greater than the manufacturer's are imposed. However, under no circumstances should Contract Documents reduce those imposed by the manufacturers. The Contractor shall review both; where doubt exists, seek ARCHITECT/ENGINEER clarification prior to proceeding.

1.05 Adjustment and Cleaning

A. As work progresses, clean and protect completed work from the subsequent work of other trades.

B. Protect work until commencing preparations for final inspection.

C. The Contractor shall review the work to determine that:

1. The installation is a sound, structurally adequate assembly.
2. The assembly is correctly installed and operates or functions as intended.
3. Assembly is adjusted for smooth operation and performance.
4. No debris shall be buried on the site. All debris shall be hauled from site and disposed of in compliance with governmental regulations.

D. Protection of Completed Work: The Contractor shall make certain all portions or trades of work are protected as completed from subsequent work, traffic, etc. Such protection shall include but not be limited to:

1. Finish Flooring: Install 30# rosin-sized paper in traffic and storage paths. Tape all joints. Allow no traffic, storage or work in or above unprotected surfaces.
2. Roofing: Materials shall not be stored on completed roofing membrane, nor shall it be subjected to traffic.

END OF SECTION 01040
SECTION 01060
REGULATORY REQUIREMENTS

1.01 Purpose

This section amplifies and underscores Contractor requirements for work on public property and compliance with government regulations.

1.02 Work on Public Property

Prior to performing work on public property, the Contractor shall secure:

A. Written permission and/or permits from the controlling government agency, and where required:

B. Furnish bonds or guarantees for the accomplishment of such work.

1.03 Government Regulations and Requirements

A. Contractor Responsibility:

The Contractor shall comply with all government regulations and requirements, which affect the accomplishment of the Work.

B. Violations:

1. The Contractor shall inform the ARCHITECT/ENGINEER of suspected or observed errors or conflicts in accordance with Section 01000, General Conditions, Subparagraph 4.7.3.

2. The Contractor shall not proceed with work affected by suspected violations until the conflict has been resolved.

1.04 Governing Building Code

The Contractor shall be governed by:

A. The State Requirements for Educational Facilities (SREF) in accordance with Florida Building Code under Florida Statutes.

B. Any and all codes or standards made a part of SREF by reference, i.e., Paragraph 6A-2.0111 in accordance with Florida Building Code under Florida Statutes.

END OF SECTION 01060
1.01 Related Requirements

A. Schedule of Values (Section 01300)
B. Shop Drawings and Submittals (Section 01300)
C. Testing Laboratory Services (Section 01400)
D. Temporary Facilities, Utilities and Operations (Section 01500)
E. Clean-Up (Section 01700)
F. Project Close-Out (Section 01700)

1.02 Project Meetings - General

A. Schedule and administration of progress meetings:

1. Meeting agenda: The Contractor shall advise the Architect/Engineer at least 24 hours in advance of project meetings regarding all items to be included in the agenda.
2. Minutes: The Architect/Engineer will compile the official minutes of each project meeting and will furnish three copies to the Contractor. The Contractor may make and distribute such other copies as he wishes.
3. Any corrections to the minutes must be submitted in writing within three (3) days of receipt of the recorded minutes.

B. Architect/Engineer: The Architect/Engineer will attend meetings to ascertain that work is expedited consistent with construction schedule and with Contract Documents.

C. Work Included: To enable orderly review during progress of the Work to provide for systematic discussion of problems, the Architect/Engineer will conduct project meetings throughout the construction period.

D. Related Work Described Elsewhere: The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility solely.

E. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.03 Pre-Construction Meeting

A. A pre-construction meeting will be scheduled by the Owner within fifteen (15) days after date of written Notice to Proceed. Owner will set the date, time and place of meeting prior to start of any construction. Authorized representatives of the Contractor, the job superintendent and major subcontractors shall attend. Purpose of the meeting will be to verify general construction procedures, expedite the handling of shop drawings and scheduling, and establish a working understanding among the parties involved in the project.

B. Minimum Agenda: Distribute data on, and discuss:

1. Organizational arrangement of Contractor's forces and personnel, and those of
subcontractors, material suppliers and Architect/Engineer.

2. Channels and procedures for communications.

3. Construction schedule, including sequence of critical work.

4. Contract Documents, including distribution of required copies of original documents and revisions.

5. Processing of shop drawings and other data submitted to the Architect/Engineer for review.

6. Processing of field decisions and Change Orders.

7. Rules and regulations governing performance of the work.

8. Procedures for safety and first aid, security, quality control, housekeeping and other related matters.

1.04 Progress Meetings

A. The Contractor shall schedule regular monthly meetings prior to submitting each Request for Payment at a time agreed upon by the Architect/Engineer. Subcontractors, materials suppliers and others may be invited to attend those project meetings in which their aspects of the work are involved.

B. Additional meetings shall be held as required.

C. Progress meetings shall be held in construction office at the job site or other location acceptable to Architect/Engineer. The location shall be indicated in a notice issued by the Contractor.

D. Minimum Agenda:

1. Review, revise as necessary, and approve minutes of previous meeting.
2. Review status of RFIs, Change Orders, Project Schedule, or claims for delay.
3. Review progress of the work since last meeting, including status of submittals for approval.
4. Identify problems, which impede planned progress.
5. Develop corrective measures and procedures to regain planned schedule.
6. Complete other current business.

1.05 Construction Schedules - General

A. Provide projected construction schedules acceptable to the Architect/Engineer for entire work; revise at least monthly.

B. As a minimum, the Contractor shall prepare schedule utilizing computer generated Critical Path method. Schedule shall be prepared on Primavera or other nationally recognized software acceptable to the Architect/Engineer. Indicate starting and completion dates for the Work as a whole as well as for the major categories of work by CSI sections or as may be agreed upon by the Architect/Engineer.

C. Minimum sheet size: As required to fit all information rendered in a legible manner on one (1) sheet.

D. Provide complete sequence of construction by activity.

E. Provide subschedules to define critical portions of entire schedule.

F. Update schedule monthly. Show all changes occurring since previous submission of updated schedule.
G. Indicate progress of each activity; show start and completion dates. Revise with each update.

H. The Owner owns all float in the project schedule.

I. If updated Construction Schedule is not submitted with Application for Partial Payment, request will be returned to the Contractor.

1.06 Submittals and Distribution of Schedules

A. Submit initial schedules within ten (10) days after date of Notice to Proceed.

B. Architect/Engineer will review schedules and return reviewed copy within ten (10) days after receipt.

C. If required, resubmit within seven (7) days after return of reviewed copy.

D. Submit monthly, with Contractor's pay request, updated schedules accurately depicting progress to first day of each month. Show activities ahead or behind schedule.

   If schedule indicates activity or activities being behind schedule, then the Contractor shall provide a plan of action, approved by the Architect/Engineer, to bring the activity or activities back on schedule to the satisfaction of the Owner.

E. Submit the number of copies required by Contractor, plus three (3) copies to be retained by Architect/Engineer.

F. Instruct Subcontractors to report any inability to comply, and provide detailed explanation, with suggested remedies.

1.07 Project Inspections

A. Where inspections of in-place work are specified and Architect/Engineer's approval is required before further work can take place, or where records of procedures are specified, the Contractor shall schedule inspections:

   1. With the Office of Building Code Enforcement, Duval County Public Schools.
   2. Give no less than twenty-four (24) hours notice.
   3. On Mondays through Fridays between the hours of 7:30 a.m. and 5:00 p.m.

B. Where daylight or installed project lighting at areas to be inspected is less than 30 candlepower, provide this same level by artificial illumination with portable lighting.

C. Office of Building Code Enforcement Inspections - All Projects

   All projects will require detailed code compliance inspections by the Office of Building Code Enforcement, Duval County Public Schools, 8015 Parker School Road, Jacksonville, Florida, 32211-5110, Telephone (904) 858-1919. The disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building. The contractor shall make all drawings, specifications, previous inspection reports, and change documents available to Office of Building Code Enforcement Inspectors.

   Contractor shall provide 24-hour notification for all inspection requests. These inspections will not be made on weekends or state holidays, unless special arrangements are made in advance and all costs are paid by the contractor. In the event a Building Code Enforcement Inspector cannot inspect the site immediately after being notified, the work must not be concealed. Work not inspected and not approved before concealed by the Contractor shall...
be uncovered for inspection when directed by the Inspector. All time and costs for uncovering and reconstructing such work shall be borne by the contractor.

All building inspections will be made for conformance with approved construction documents in accordance with Florida Building Code under Florida Statutes.

Cost for all reinspections of work found defective and subsequently repaired shall be borne by the contractor.

The following information is included as a guide to the Contractor to assist him in determining the type and frequency of inspections. The list is not complete but is provided only as a guide:

EXAMPLES OF INSPECTION SCHEDULES

General Building Inspections

These inspections will include areas such as roofs, curtain walls, windows and other glass, door types and installations, handicapped requirements, and structural for non-threshold buildings, including the following:

Foundation Inspection: After excavation is completed, forms erected, and reinforcing steel placed.

Reinforcing Inspection: To be made after any reinforcing steel is in place and before placing any concrete.

Frame Inspection: To be made at each floor level and after all framing, furring and bracing are in place and the plumbing and electrical work are roughed in.

Roof Inspection: Verification of existing conditions prior to reroofing, during all tests, and upon completion of work.

Electrical Inspections:

1. Rough-in inspection which is made after the roof, framing, and bracing is in place but prior to the installation of wall or ceiling. Inspection must take place before the wiring is concealed.

2. Final inspection is made after the building is completed and all equipment is connected and in operating condition.

3. Other inspections: additional inspections may be required as the construction progresses especially in larger complex projects.

Inspections in general will consist of the following:

(a) Check material to see if it has been tested or approved by a testing laboratory.

(b) Check boxes, conduit, wire, receptacles, switches, panelboards, and any other electrical material or equipment for compliance with codes, plans and specifications.

(c) Check direct buried cable or conduit for minimum cover requirements.

(d) Check conduit and cable supports.

(e) Check installation of fire alarm systems, telephone systems, intercom systems and any other system specified or shown on plans.
(f) Check wire sizes to ensure that voltage drop is not excessive.

(g) Check incoming service, voltage and phase, service conductors, and main disconnect.

(h) Check panelboard for compliance with the plans and specifications.

Mechanical Inspections

1. **Underground Utilities Inspection** including fuel gas lines, refrigeration lines, chilled water lines, condensing water lines, and condensate removal lines, other miscellaneous definite purpose preparation requirements, and related pressure/leakage test requirements.

2. **Rough-in Inspection** of equipment supports, piping, ductwork, dampers, venting curbs, and other mechanical work scope installation as required prior to the closing of walls and ceilings for purposes of finishing.

3. **Final Inspection** of the completed mechanical systems for performance, appearance and compliance with general specifications standards and codes compliance.

4. **Special Inspections** may be required in addition to the above for reasons of:
   
   (a) New or original concepts in equipment and materials or in applications thereof.
   
   (b) Scheduling, i.e., “fast tracking” or other accelerated forms of construction.

Plumbing Inspections

1. **Site Work and Underground Utilities** including fuel gas lines, water supply, sanitary waste lines, and storm drainage lines.

2. **Rough Inspection** of supply lines, waste and storm drainage lines for leakage under specified pressure tests, and adequate slopes to ensure proper drainage. Inspection to also include conformance to pipe bedding, support, thrust blocking, etc.

3. **Stack-out Inspection** of supply lines, waste and storm drainage lines for leakage under specified pressure test conditions, positions, materials and workmanship.

4. **Final Inspection** of the completed plumbing system for conditions of line sterilization, performance, appearance and compliance with general specification standards and codes.

5. **Special inspections** may be required in addition to the above for reasons of:
   
   (a) Scheduling, i.e., “fast tracking” or other accelerated forms of construction.
   
   (b) Special conditions or forms of construction which would not permit the normal ordered sequence of inspection.

Other Inspections

The Department of Business Regulation has the responsibility for elevator inspections. All other agencies having jurisdiction may require inspection of those portions of the work.

END OF SECTION 01200
SECTION 01300

SUBMITTALS

1.01 Submittals

A. The following submittals are required by the Contract Documents and are briefly explained herein:

1. Construction Schedule
2. Schedule of Values
3. Product Data

B. Information regarding submittal administration is also included herein.

1.02 Construction Schedule

A. The Contractor shall submit to the Owner and the Architect/Engineer two (2) copies of his Construction Schedule.

B. Upon acceptance by the Owner and ARCHITECT/ENGINEER, the Contractor shall post a copy of the Schedule within the Field Office where it can be readily referenced.

1.03 Schedule of Values

A. The Contractor shall submit to the Owner and the Architect/Engineer, two (2) copies of his Schedule of Values within ten (10) days of the Notice to Proceed.

B. The Schedule shall be in an outline format divided into major categories of construction as established by the Table of Contents. A value (amount) for each category shall be assigned thereto.

C. Submit on AIA Form G703, Continuation Sheet for the Application and Certificate for Payment, AIA Form G702.

1.04 Product Data

A. Product Data includes:

1. Shop drawings
2. Descriptive data
3. Samples
4. Schedules
5. Certificates
6. Guarantees
7. Warranties
8. Maintenance manuals

B. Submittal requirements for Product Data are listed in the technical sections of the Project Manual. The ARCHITECT/ENGINEER may, at his option, request additional Product Data.

1.05 Submittal Routing

A. Submittals shall be routed in the following manner:
1. Subcontractors, suppliers and others shall route to the Contractor.
2. The Contractor shall route to the ARCHITECT/ENGINEER.
3. The ARCHITECT/ENGINEER shall route to the Owner (certain approved Product Data only).

B. Return shall be in the reverse order.

C. The Contractor shall furnish copies of approved Submittals to governmental agencies as may be required or requested.

1.06 Review Procedures

A. Contractor's Review: The Contractor shall thoroughly review data submitted for compliance with the Contract Documents.

1. Data found not to be in accordance with the CD's shall be returned for compliance.
2. Data found to be acceptable shall be:
   a. Noted as required.
   b. Stamped indicating action taken.
   c. Forwarded to ARCHITECT/ENGINEER.

B. ARCHITECT/ENGINEER Review: The ARCHITECT/ENGINEER will review submittals and advise of his findings.

1. ARCHITECT/ENGINEER will not accept material for review that has not been reviewed and approved by the Contractor, and he will return data immediately.
2. The ARCHITECT/ENGINEER will review data which has been properly approved by the Contractor and will either mark it "Approved", "Disapproved" or "Approved as Noted".
3. Items marked "Disapproved" shall be resubmitted by the Contractor after making any required corrections or additions.
4. Items marked "Approved as Noted" may be resubmitted for further clarification.
5. ARCHITECT/ENGINEER approval does not relieve the Contractor of his responsibility for deviations from the Construction Documents unless he has notified the ARCHITECT/ENGINEER in writing of these deviations at the time of submittal.

C. ARCHITECT/ENGINEER Review Time Limit: Submittals shall be processed by the ARCHITECT/ENGINEER and returned to the Contractor within fourteen (14) days of receipt. The ARCHITECT/ENGINEER will make every effort to expedite review. The Owner shall not be liable to the Contractor for any delay in processing the submittals.

D. No work for which submittals are required (with the exception of test certificates for completed work, final guarantees and maintenance manuals) shall be performed until submittals are approved by the ARCHITECT/ENGINEER except at the Contractor's risk.

1.07 Definitions

A. Shop Drawings:

1. Fabrication drawings for custom products.
2. Modified catalog data annotated for a specific condition of service.
3. Installation drawings for product assemblies or systems.

B. Description Data: Manufacturer's catalog data, literature, etc., on product or system.
C. Samples: Physical examples of products proposed for use.

D. Schedules: Itemized listing of products and proposed locations.

E. Certificates: Notarized statements made and signed by authorized company representatives attesting to their product having met CD requirements.

F. Guarantee or Warranty: Specific guarantees required in Project Manual in addition to the completed work guarantee required of Contractor. See Section 01700, Contract Closeout.

G. Maintenance Manuals:
   1. Three-ring (minimum) 8-1/2" x 11" hardback, vinyl-covered binder for Owner's permanent record.
   2. Contents to include reproductions of shop drawings, descriptive data, schedules, etc., corrected through final approval, plus operation, maintenance, parts listing, service availability, cleaning instructions, etc.
   3. Permanently mark edge of binder to indicate contents and project title.

1.08 Required Information to be Included with all Submittals

A. Date of Submittal

B. Name of Project

C. Name of Contractor

D. Reference to a specific section, drawing or detail

E. Manufacturer's or fabricator's name

F. Owner's name

G. Installer's name

1.09 Required Information to be Included with Shop Drawings and Descriptive Data

A. Factory or shop applied finish or protective coating.

B. Installation requirements and recommendations.

C. Product protection requirements.

D. Cleaning precautions and/or requirements.

E. Applicable activation requirements or procedures.

1.10 Quantities (Minimum)

A. Shop Drawings
   1. Custom Fabrications or Assemblies: Either six copies of each sheet, etc., or one reproducible transparency of each drawing.
   2. Modified Catalog Data: Six copies.
B. Descriptive Data and Schedules: Six copies

C. Physical Samples/Examples: Two copies

D. Mockups: One site constructed example

E. Certificates: Four copies

F. Guarantees or Warranties
   1. Examples for initial review and approval: Two copies.
   2. After approval, actual construction completion documents: Two copies

G. Maintenance Manual: Two copies

1.11 Off-Site Shop Fabrication Facilities

The Contractor shall provide the Architect/Engineer and the Owner a list of all off-site shop fabricated items so that the Architect/Engineer and/or the Owner may visit the Shop Fabrication facilities to inspect the work if so desired. The list shall include the item or product being fabricated, the name, street address, telephone number and person to contact to arrange a visit.

END OF SECTION 01300
SECTION 01410
TESTING LABORATORY SERVICES

1.01 DESCRIPTION

A. Owner will, as necessary, provide a qualified Testing Laboratory to perform routine and special testing of the Work performed under the Contract Documents to determine general compliance therewith.

B. Testing Laboratory and Owner’s Representative will, in addition to performing routine and special testing necessary to determine general compliance with the Contract Documents, observe and document on a daily basis the execution and progress of the Work. Such observation and documentation of the execution and progress of the Work shall be for the sole benefit of the Owner and shall not be construed in any way as to include responsibility for the Contractor's means, methods, techniques, sequences or procedures involved with the execution of the Work. Nor shall such observation and documentation by Testing Laboratory or Owner be construed as to include responsibility for any safety programs or procedures either utilized or not utilized by the Contractor during the Work.

C. The providing of the Testing Laboratory by the Owner to perform testing for the Owner shall not relieve the Contractor from providing his own testing for compliance with all applicable codes, regulations, and requirements as specified in this Section and elsewhere in the Contract Documents.

D. Work Included

1. Cooperate with Owner's selected Testing Laboratory in all aspects of the testing in order to expedite testing and results.

2. Provide Testing Laboratory representatives access to the Work at all times and in all locations requested as necessary to perform testing.

E. Related Work

1. General Conditions and Supplementary General Conditions.

2. Section 01300 - Submittals


4. Section 13289 – Selective Demolition / Microbial Remediation

F. Work Not Included

1. Selection of Testing Laboratory.

1.02 QUALITY ASSURANCE

All air testing shall be performed in general accordance with the procedures outlined in the National Institute for Occupational Safety and Health (NIOSH) Method #7400 for routine monitoring for the duration of the project, and also guidelines issued by EPA for detection limits. Analysis of final clearance air samples shall be performed in general accordance with NIOSH Method #7400 or the procedures outlined in the AHERA regulations (40CFR763, Appendix A to Subpart E), as required for each work area.

1.03 PAYMENT FOR TESTING

A. Initial Services: Owner will pay for initial testing services requested by the Owner.
B. Retesting: When initial tests indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance shall be performed by the same testing agency, and costs thereof will be deducted by the Owner from the Contract Sum.

1.04 SCHEDULING

A. Testing by the Testing Laboratory shall be performed in areas and at times during the Work as deemed necessary by the Testing Laboratory or as specified in the Contract Documents.

B. Contractor shall schedule final air testing at least 24 hours prior to desired time of testing.

C. Coordinate other scheduling with Testing Laboratory as necessary.

1.05 RESULTS

A. All testing and analysis will be performed promptly and results issued expeditiously in order to minimize any possible delay in the progress of the Work.

B. Test results will be available to Owner and Contractor as follows:

1. Air sample results (Phase Contrast Microscopy) - day following tests.

2. Air sample results (Transmission Electron Microscopy) - 5 working days following the tests unless otherwise specified by the Owner.

3. Results of other tests deemed necessary by Engineer - as quickly as possible but not earlier than one day following completion of test(s).

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Refer to Sections 13280 and 13289 for details.

END OF SECTION
SECTION 01500
CONSTRUCTION FACILITIES
TEMPORARY CONTROL AND SAFETY

1.01 Purpose

This section provides direction for the establishment and maintenance of:

A. Temporary Utilities
B. Barriers
C. Temporary Controls
D. Project Safety
E. Fire Alarm and Security System
F. Project Sign

1.02 Duration

All facilities required herein shall be provided by the Contractor and maintained for the duration of the project or as may be specifically required.

1.03 Temporary Utilities

A. Drinking Water

Provide cool water with dispensing facilities. School facilities may not be used.

B. Construction Water

For remodeling and/or renovation work, the Owner shall provide water for construction at the nearest 3/4" hose bibb. The Owner shall approve connection. The Contractor is responsible for:

1. Extending the source to his operations.
2. Providing water treatment if necessary.
3. Providing for additional water beyond that available from the Owner.

C. Toilet Facilities

The Contractor shall be responsible for providing his own temporary facilities and shall not use the Owner's facilities.

D. Electric Power

1. Owner's available power shall be provided. Power shall be available at the nearest point of connection. The Contractor shall be responsible for making the connection and for extending the conductors safely to his site of operations.
2. Should damage occur to the Owner's system, the Contractor shall bear the cost of repair.
3. Power requirements in excess of the Owner's capacity to provide them shall be provided by the Contractor.

E. Telephone
1. The Contractor shall provide a telephone located in the Construction office for all local calls made by anyone connected with the work.

1.04 Barriers

A. The Contractor shall provide barriers as either needed or required and shall comply with applicable governmental requirements for barricade lighting, marking, flagmen etc., to protect work, property and persons.

Adequate and appropriate safety barriers, such as fencing, shall be utilized to keep students and other unauthorized persons from entering the construction area(s).

B. Dust-proof partitions shall be provided during demolition activity or as required to prevent the spread of dust and debris.

1.05 Temporary Controls

A. Environmental Requirements

Comply with all regulations for the reduction of pollution, water conservation and the preservation of soil, etc. that may be in effect and required by law.

B. Noise Control

Construction noise shall be minimized.

C. Debris Control

Keep premises clean and free from the accumulation of debris and rubbish. Provide trash and debris receptacles. Remove debris from the site daily. Do not bury debris or rubbish on site.

1.06 Project Safety

A. The Contractor shall comply with all applicable governmental and insurance company requirements relative to construction and project safety.

B. The Superintendent shall be on the site during all working hours.

C. The Superintendent shall be trained in project safety and designated the Contractor's Safety Director.

D. See Section 01000, General Conditions.

1.07 Fire Alarm and Security System

The Contractor shall not interrupt the existing fire alarm or security system without taking all necessary precautions and measures to ensure the safety and security of the building contents and inhabitants.

END OF SECTION
SECTION 01525
TEMPORARY ENCLOSURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Furnish all planning, administration, tools, equipment, materials, and execution required to install the temporary enclosures as indicated in the Contract Documents.

B. Related Work

1. Section 01010 - Summary of Work.

2. Section 01300 - Submittals.

3. Section 01560 - Personnel Protection.


5. Section 13289 – Selective Demolition/Microbial Remediation.

6. Section 15010 - Mechanical.

7. Section 16010 - Electrical.

1.02 SUMMARY OF WORK

A. Work Included

1. Preclean the work areas indicated in the Work Order as specified herein.

2. Prepare each work area indicated in the Work Order including construction of temporary enclosures as specified herein which effectively isolate the work area(s) from other portions of each facility.

B. Definitions

1. Abatement - procedures to decrease or eliminate fiber release from precast, spray- or trowel-applied asbestos-containing building materials. Includes encapsulation, enclosure and removal.

2. Airlock - system for permitting ingress and egress without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.

3. Amended water - water to which a surfactant is added.

4. Clean Room - an uncontaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of workers' street clothes and protective equipment. Also known as the "Change Room".

5. Curtained Doorway - a device to allow ingress and egress from one room to another while minimizing air movement between the rooms. Typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway and securing each along the top of the doorway, with the vertical edge of one along one vertical side of the doorway, and the vertical edge of the other along the opposite vertical side. Two curtained doorways spaced a minimum of three feet apart from an airlock.
6. Decontamination Enclosure System - a series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers or of materials and equipment. A decontamination enclosure system always contains an airlock.

7. Enclosure - procedures necessary to completely enclose material containing asbestos behind airtight, impermeable, permanent barriers.

8. EPA - United States Environmental Protection Agency.

9. Equipment Decontamination Enclosure System - a decontamination enclosure system for materials and equipment, typically consisting of a designated area of the work area, a washroom, and an uncontaminated area.

10. Equipment Room - a contaminated area or room that is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.

11. Fixed Object (immovable object) - a unit of equipment or furniture in the work area, which cannot be removed from the work area.

12. HEPA Filter - a High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97 present of asbestos thermally generated DOP particles 0.3 microns in diameter.

13. HEPA Vacuum Equipment - High Efficiency Particulate Air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be 99.97 percent efficient for retaining thermally generated DOP particles 0.3 microns in diameter.

14. Holding Area - a chamber between the washroom and uncontaminated area in the equipment decontamination enclosure system. The holding area comprises an airlock.

15. Movable Object - a unit of equipment or furniture in the work area which can be removed from the work area.

16. NIOSH - National Institute for Occupational Safety and Health.

17. OSHA - Occupational Safety & Health Administration.

18. Plastic Sheeting - plastic sheet material used for protection of walls, floors, etc. and used to seal openings into work areas. The thickness of the material shall be as specified.

19. Removal - the act of removing asbestos-containing or contaminated materials from a structure and depositing in a suitable disposal site.

20. Shower Room - a room constituting an airlock, between the clean room and the equipment room in the worker decontamination enclosure system, with hot and cold or warm running water suitable arranged for complete showering during decontamination.

21. Surfactant - a chemical wetting agent added to water to improve its penetrating ability and, thus reducing the quantity of water required to saturate asbestos-containing materials.

22. Wet Cleaning - the process of eliminating asbestos contamination from building...
surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with amended water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.

23. Washroom - a room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.

24. Work Area - area or areas of Project which undergo "abatement" or are contaminated.

25. Worker Decontamination Enclosure System - a decontamination enclosure system for workers, typically consisting of a clean room, a shower room, and an equipment room.

C. Approval of or acceptance by Engineer or Owner of various construction activities or methods proposed by Contractor does not constitute an assumption of liability either by the Engineer or Owner for inadequacy or adverse consequences of said activities or methods.

1.03 QUALITY CRITERIA

A. See Section 13280, Part 1.03 for training and experience requirements.

B. Reference Standards

1. Acknowledge, by the executing of the Contract, awareness and familiarity with the contents and requirements of the following regulations, codes, and standards, and assume responsibility for the performance of the Work in strict compliance therewith and for every instance of failure to comply therewith.

2. Make available for review at the site one copy of EPA, OSHA, and applicable State, County, and City Regulations governing the Work.

3. The current issue of each document shall govern. Where conflict among requirements or with the Contract Documents exists, the more stringent requirements shall apply.


   d. U.S. Occupational and Safety and Health Administration (OSHA) "Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Report" (Code of Federal Regulations Title 29, Part 1926, Section 1926.1101).


   g. U.S. Department of Transportation, Hazardous Substances: Final Rule (Code of Federal Regulations Title 49 Parts 171 and 172), Federal Register
1.04 PRODUCT HANDLING

A. Deliver all materials as described in Part 2 in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.

B. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

C. Remove from the premises all damaged or deteriorating materials. Dispose of materials that become contaminated with asbestos in accordance with applicable regulatory standards.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Plastic sheeting - shall be of the thickness specified, in sizes to minimize the frequency of joints. Utilize reinforced plastic sheeting in specified thickness on floors.

B. Tape - shall be glass fiber or other type capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials under both dry and wet conditions.

C. Caulking - Shall be non-shrinking caulk to be used where insulated pipes continue through walls, ceilings, etc. Contractor shall determine and submit proof that caulk proposed for use is compatible with the temperature conditions of the surfaces to which it is to be applied.

D. Other materials - Provide all other materials, such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the work area(s).

2.02 TOOLS AND EQUIPMENT

A. Provide suitable tools for asbestos removal work area preparation including, but not limited to, the following:

1. Water sprayer - Utilize airless or other low pressure sprayer for amended water application.

2. Air purifying equipment (for internal recirculation in the work area) - Shall be HEPA Filtration Systems or Electronic Precipitators. Ensure that no internal air movement system or purification equipment exhausts contaminated air from the work area(s) outside the work area.

3. Diminished air pressure equipment - comply with ANSI 29.2-7, local exhaust ventilation.

PART 3 - EXECUTION

3.01 PREPARATION AND WORK AREA ENCLOSURE

A. PREPARATION SEQUENCE 1 (Full enclosure with decontamination facilities and diminished air pressure equipment)

1. Coordinate with Owner for HVAC supplying work area to remain off during abatement activities.

2. Completely segregate the work area from all other portions of the building with
temporary partitions. Partitions shall be of softwall or hardwall construction as indicated in the Work Plan for each job. Construct temporary partitions in accordance with Drawing DT-3 or DT-4 as applicable.

3. Remove, properly decontaminate using wet-cleaning and HEPA vacuuming as appropriate, and inventory any and all movable items remaining in the work areas not previously removed by the Owner.

4. Identify location and amount of all asbestos-containing materials to be removed present in areas.

5. Disconnect and cap all ducts and diffusers extending into the work areas.

6. Isolate the work areas until completeness of removal response action testing is accepted by the Engineer, by completely sealing off all openings such as corridors not undergoing asbestos removal, doorways, skylights, crawlspace openings, ducts, grills, diffusers, plenum areas and any other penetrations of the work areas with plastic sheeting sealed with tape.

7. Seal, wall-mounted electrical panels, switchboxes, etc. with minimum two layers of six mil plastic sheeting prior to placement of wall plastic.

8. Clean, prior to placing plastic sheeting on walls and ceilings, the work area(s) indicated on the Drawings, using HEPA vacuum equipment or wet-cleaning methods as appropriate. Do not use methods that raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filtration. Engineer shall be notified for observation of the demolition and cleaning of the work area prior to application of additional plastic sheeting.

9. Preclean immovable objects within the proposed work area(s), using HEPA vacuum equipment and/or wet cleaning methods as appropriate. Following cleaning, completely seal in plastic all immovable items.

10. Construct worker and barrel/equipment decontamination units in compliance with OSHA and EPA guidelines concerning number, size and placement of airlocks, etc. Shower in worker decontamination unit shall open on two sides and open into airlock on both contaminated and uncontaminated sides. Construct decontamination units of appropriate materials including plastic sheeting (to provide airtight barriers) and plywood or other suitable rigid materials to allow continuous diminished pressure to be maintained in work areas. Supply sufficient number of lockers, in worker decontamination unit change or "clean" room, for workers' clothing. Reserve one locker for Testing Laboratory personnel. Post OSHA decontamination procedures in change room for duration of Project.

11. Plastic Enclosures

a) Cover floor in areas to receive asbestos removal with a minimum of two layers of six mil plastic sheet turning each layer up the wall a minimum of 16 inches and fasten to wall. Cover walls with a minimum of two layers of six mil plastic sheet, overlapping upturned floor plastic not less than 12 inches. Cover porous ceiling surfaces with a minimum of one layer of six-mill plastic sheet, turning down wall not less that 12 inches. Glue and tape in such a manner as to prohibit air movement through all joints in plastic sheeting. Ensure that removal area is isolated from all other portions of the building. In work areas where asbestos-containing floor tile is to be removed, the preparation of the floor areas where the tile is located will be waived. In work areas where asbestos-containing ceiling treatments are to be removed, the preparation of the ceiling surfaces will be waived.
b) Place each work area under diminished air pressure utilizing HEPA filtration systems which comply with 01525, part 2.02, A,3. Allow no air movement system or air filtering equipment to discharge unfiltered air outside the work area. Maintain a diminished air pressure on the work area continuously (24 hours per day) from the start of asbestos removal and until the area has been decontaminated and certified as such by the required air testing. Maintain a minimum of 0.05 inches of water diminished air pressure. Exhaust all filtered and discharged air outside the building away from any air intake devices.

c) Ensure that all barriers and plastic enclosures remain effectively sealed and taped for duration of asbestos removal and subsequent cleaning. Repair damaged barriers and remedy defects immediately upon discovery. Visually inspect enclosures at the beginning of each work period. Use smoke methods to test effectiveness of barriers when directed by Engineer.

12. Maintain emergency and fire exits from the work areas, or establish alternative exits satisfactory to fire officials.

13. Provide temporary power, lighting and heating, utilizing ground fault protection devices as necessary, to maintain a comfortable work environment and to keep utilities from freezing. Normal water and electric utilities to be supplied by Owner.

14. Notify Engineer for observation of the preparation of jobsite prior to any removal of asbestos-containing material. Prior to notification, complete plasticizing of work area(s) and construction of worker and barrel/equipment decontamination enclosure systems, and store all equipment required for Project.

15. Maintain for the duration of the Project from the first activity requiring disturbance of asbestos-containing materials, a sign in/out log in the immediate area of the change room. Log shall be utilized by every person and each time upon entering and leaving the work area(s). Submit notarized copies of this log to Engineer for permanent file upon completion of Project.

16. Trap, filter using filters having a pore size of not larger than one micron, and drain shower wastewater into a sanitary sewer. Replace contaminated filters when they become clogged but not less than every third day. Dispose of filters as contaminated waste. Contractor may trap and collect wastewater in impermeable containers and dispose of as contaminated material, at his option, rather than filtering and draining into sanitary sewer.

B. PREPARATION SEQUENCE 2 (Partial Enclosure with decontamination facilities and diminished air pressure equipment)

1. Coordinate with Owner for HVAC supplying work area to remain off during abatement activities.

2. Completely segregate the work area from all other portions of the building with temporary partitions. Partitions shall be of softwall or hardwall construction as indicated in the Work Plan for each job. Construct temporary partitions in accordance with DT-3 or DT-4, as applicable.

3. Remove, properly decontaminate using wet-cleaning and HEPA vacuuming as appropriate, and inventory any and all movable items remaining in the work areas not previously removed by the Owner.

4. Identify location and amount of all asbestos-containing materials to be removed present in areas.

5. Disconnect and cap all ducts and diffusers extending into the work areas.
6. Isolate the work areas until completeness of removal response action testing is accepted by the Engineer, by completely sealing off all openings such as corridors not undergoing asbestos removal, doorways, skylights, crawlspace openings, ducts, grills, diffusers, plenum areas and any other penetrations of the work areas with plastic sheeting sealed with tape.

7. Seal wall-mounted electrical panels, switchboxes, etc. with minimum two layers of six mil plastic sheeting prior to placement of wall plastic.

8. Clean, prior to placing plastic sheeting on walls and ceilings, the work area(s) indicated on the Drawings, using HEPA vacuum equipment or wet cleaning methods as appropriate. Do not use methods that raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filtration. Engineer shall be notified for observation of the demolition and cleaning of the work area prior to application of additional plastic sheeting.

9. Preclean immovable objects within the proposed work area(s), using HEPA vacuum equipment and/or wet cleaning methods as appropriate. Following cleaning, completely seal in plastic all immovable items.

10. Construct worker and barrel/equipment decontamination units in compliance with OSHA and EPA guidelines concerning number, size and placement of airlocks, etc. Shower in worker decontamination unit shall open on two sides and open into airlock on both contaminated and uncontaminated sides. Construct decontamination units of appropriate materials including plastic sheeting (to provide airtight barriers) and plywood or other suitable rigid materials to allow continuous diminished pressure to maintained in work areas. Supply sufficient number of lockers, in worker decontamination unit change or "clean" room, for workers' clothing. Reserve one locker for Testing Laboratory personnel. Post OSHA decontamination procedures in change room for duration of Project.

11. Plastic Enclosures

   a) Cover walls in areas to receive asbestos removal with a minimum of one layer of six mil plastic sheet, overlapping upturned floor plastic not less than 12 inches. Cover porous ceiling surfaces with a minimum of one layer of six-mil plastic sheet, turning down wall not less than 12 inches. Glue and tape in such a manner as to prohibit air movement through all joints in plastic sheeting. Ensure that removal area is isolated from all other portions of the building.

   b) Place each work area under diminished air pressure utilizing HEPA filtration systems which comply with 01525, Part 2.02, A,3. Allow no air movement system or air filtering equipment to discharge unfiltered air outside the work area. Maintain a diminished air pressure of the work area continuously (24 hours per day) from the start of asbestos removal and until the area has been decontaminated and certified as such by the required air testing. Maintain a minimum of 0.05 inches of water diminished air pressure. Exhaust all filtered and discharged air outside the building away from any air intake devices.

   c) Ensure that all barriers and plastic enclosures remain effectively sealed and taped for duration of asbestos removal and subsequent cleaning. Repair damages barriers and remedy defects immediately upon discovery. Visually inspect enclosures at the beginning of each work period. Use smoke methods to test effectiveness of barriers when directed by Engineer.

12. Maintain emergency and fire exits from the work areas, or establish alternative exits satisfactory to fire officials.
13. Provide temporary power, lighting and heating, utilizing ground fault protection
devices as necessary to maintain a comfortable work environment and to keep
utilities from freezing. Normal water and electric utilities to be supplied by Owner.

14. Notify Engineering for observation of the preparation of jobsite prior to any removal of
asbestos-containing material. Prior to notification, complete plasticizing of work
area(s) and construction of worker and barrel/equipment decontamination enclosure
systems, and store all equipment required for Project.

15. Maintain for the duration of the Project from the first activity requiring disturbance of
asbestos-containing materials, a sign in/out log in the immediate area of the change
room. Log shall be utilized by every person and each time upon entering and leaving
the work area(s). Submit notarized copies of this log to Engineer for permanent file
upon completion of Project.

16. Trap, filter using filters having a pore size of not larger than one micron, and drain
shower wastewater into a sanitary sewer. Replace contaminated filters when they
become clogged but not less than every third day. Dispose of filters as contaminated
waste. Contractor may trap and collect wastewater in impermeable containers and
dispose of as contaminated material, at his option, rather than filtering and draining
into sanitary sewer.

C. PREPARATION SEQUENCE 3 (Conventional Glovebag, Nonfriable ACM Removal and
Exterior Work Areas)

1. Coordinate with Owner for HVAC supplying work area to remain off during abatement
activities.

2. Remove, properly decontaminate using wet-cleaning and HEPA vacuuming as
appropriate, and inventory any and all movable items remaining in the work areas not
previously removed by the Owner.

3. Identify location and amount of all asbestos-containing materials to be removed
present in areas indicated on Drawings.

4. Clean the work area(s) indicated on the Drawings, using HEPA vacuum equipment
or wet-cleaning methods as appropriate prior to placing plastic sheeting. Do not use
methods that raise dust such as dry sweeping or vacuuming with equipment not
equipped with HEPA filtration. Engineer shall be notified for observation of the
cleaning of the work area prior to application of additional plastic sheeting.

5. Preclean immovable objects within the proposed work area(s), using HEPA vacuum
equipment and/or wet cleaning methods as appropriate. Following cleaning,
completely seal in plastic all immovable items.

6. Isolate the work areas until completeness of removal response action testing is
accepted by the Engineer, by completely sealing off all openings such as corridors
not undergoing asbestos removal, doorways, skylights, crawlspace openings, ducts,
grills, diffusers, plenum areas and any other penetrations of the work areas with
plastic sheeting sealed with tape.

7. Plastic Enclosures

   a) Completely seal all openings such as corridors not undergoing asbestos
      removal, doorways, skylights, crawlspace openings, ducts, grills, diffusers,
      plenum areas and any other penetrations of the work areas with six-mil
      plastic sheeting sealed with tape.
b) Cover floor in the vicinity of the removal operations with a single layer of six-mil plastic sheeting secured with tape. The plastic sheet shall extend in each direction a distance equal to the height (measured from the floor) of the asbestos-containing material to be removed or a minimum of four feet.

c) Construct worker and barrel/equipment decontamination units in compliance with OSHA and EPA guidelines concerning number, size and placement of airlocks, etc. Shower in worker decontamination unit shall open on two sides and open into airlock on both contaminated and uncontaminated sides. Construct decontamination units of appropriate materials including plastic sheeting (to provide airtight barriers) and plywood or other suitable rigid materials to allow continuous diminished pressure to be maintained in work areas. Supply sufficient number of lockers, in worker decontamination unit change or "clean" room, for workers' clothing. Reserve one locker for Testing Laboratory personnel. Post OSHA decontamination procedures in change room for duration of project.

d) Ensure that all barriers and plastic enclosures remain effectively sealed and taped for duration of asbestos removal and subsequent cleaning. Repair damages barriers and remedy defects immediately upon discovery. Visually inspect enclosures at the beginning of each work period. Use smoke methods to test effectiveness of barriers when directed by Engineer.

e) If continuously evacuated glove-bag removal techniques are utilized for the removal of asbestos-containing materials within the work area, the enclosure and diminished air pressure will be waived.

7. Maintain diminished air pressure inside the work area along with emergency and fire exits from the work areas, or establish alternative exits satisfactory to fire officials.

8. Provide temporary power, lighting and heating, utilizing ground fault protection devices as necessary to maintain a comfortable work environment and to keep utilities from freezing. Normal water and electric utilities to be supplied by Owner.

9. Notify Engineering for observation of the preparation of jobsite prior to any removal of asbestos-containing material. Prior to notification, complete plasticizing of work area(s) and construction of worker and barrel/equipment decontamination enclosure systems, and store all equipment required for project.

10. Maintain for the duration of the Project from the first activity requiring disturbance of asbestos-containing materials, a sign in/out log in the immediate area of the change room. Log shall be utilized by every person and each time upon entering and leaving the work area(s). Submit notarized copies of this log to Engineer for permanent file upon completion of Project.

11. Trap, filter using filters having a pore size of not larger than one micron, and drain shower wastewater into a sanitary sewer. Replace contaminated filters when they become clogged but not less than every third day. Dispose of filters as contaminated waste. Contractor may trap and collect wastewater in impermeable containers and dispose of as contaminated material, at his option, rather than filtering and draining into sanitary sewer.

END OF SECTION
SECTION 01560
PERSONNEL PROTECTION

PART I - GENERAL

1.01 DESCRIPTION

A. Provide all training, equipment, administration, and execution necessary to comply with the personnel protection requirements of the Contract Documents.

B. Related Work
   1. Section 01010 - Summary of Work.
   2. Section 01300 - Submittals.
   3. Section 01525 - Temporary Enclosures.
   5. Section 13289 – Selective Demolition/Microbial Remediation.

1.02 EXISTING CONDITIONS

Worker and Visitor Procedures: The Contractor is hereby advised that asbestos has been determined by the U.S. Government to be a CANCER-CAUSING AGENT and Contractor shall provide workers and visitors with respirators which as a minimum shall meet the requirements of OSHA 29 CFR 1926.1101, and protective clothing during preparation of system of enclosures, prior to commencing, during actual asbestos removal, and until final clean-up is completed.

1.03 DEFINITIONS

A. Abatement - Procedures to decrease or eliminate fiber release from precast, spray or trowel-applied asbestos-containing building materials. Includes encapsulation, enclosure and removal.


C. CGA - Compressed Gas Association.

D. Clean Room - An uncontaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of workers’ street clothes and protective equipment. Also known as the “Change Room”.

E. EPA - United States Environmental Protection Agency.

F. Enclosure - Procedures necessary to completely enclose material containing asbestos behind airtight, impermeable, permanent barriers.

G. Equipment Room - A contaminated area or room, which is part of the work decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.

H. Grade D Air - See Section 01560, Part 2.01, Paragraph A.

I. HEPA Filter - A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97 percent of asbestos thermally generated DOP particles 0.3 microns in diameter.

J. MSHA - Mine Safety and Health Administration.

K. NIOSH - National Institute for Occupational Safety and Health.
L. OSHA - Occupational Safety and Health Administration.

M. Plastic Sheeting - Plastic sheet material used for protection of walls, floors, etc. and used to seal openings into work areas. The thickness of the material shall be as specified.

N. Removal - The act of removing asbestos-containing or contaminated materials from a structure and depositing in a suitable disposal site.

O. Shower Room - A room constituting an airlock, between the clean room and the equipment room in the worker decontamination enclosure system, with hot and cold or warm running water suitably arranged for complete showering during decontamination.

P. Work Area - Area or areas of Project which undergo "abatement" or are contaminated.

Q. Worker Decontamination Enclosure System - A decontamination enclosure system for workers, typically consisting of a clean room, shower room, and an equipment room.

1.04 QUALITY CRITERIA

Respirators for use in protection against asbestos shall conform to the requirements of 42 CFR 84.

1.05 REFERENCE STANDARDS

A. Acknowledge, by the executing of the Contract, awareness and familiarity with the contents and requirements of the following regulations, codes, and standards, and assume responsibility for the performance of the Work in strict compliance therewith and for every instance of failure to comply therewith.

B. Make available for review at the site, one copy of EPA, OSHA and applicable State, County, and City Regulations governing the work.

C. The current issue of each document shall govern. Where conflict among requirements or with the Contract Documents exists, the more stringent requirements shall apply.

1. U.S. Occupational and Health Administration (OSHA), Occupational "Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rule (Code of Federal Regulations Title 29, Part 1926, Section 1926.1101).

2. U.S. Occupational and Health Administration (OSHA), "Respiratory Protection" (Code of Federal Regulations Title 29, Part 1926, Section 1926.1101).


6. All State, County, and City codes and ordinances as applicable.

1.06 PRODUCT HANDLING

A. Deliver all materials, equipment, and tools as described in Part 2 new and in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.

B. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

C. Remove from the premises all damaged or deteriorating materials. Dispose of materials that become contaminated with asbestos in accordance with applicable regulatory standards.

PART 2 - PRODUCTS

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2.01 MATERIALS

A. Air Quality - All supplied air (Type C) respiratory equipment shall supply, as a minimum, Grade D air as defined by the CGA Specification G-7.1 "Commodity Specification for Air".

B. Disposable Clothing - Utilize disposable clothing constructed of suitable materials such as Dupont Tyvek or equivalent.

2.02 TOOLS AND EQUIPMENT

A. Disposable HEPA Filter Cartridges - Utilize, as a minimum, HEPA filter cartridges color coded in accordance with ANSI Z88.2 bearing the appropriate approval number from NIOSH for Dusts, Fumes, Mists, and Radionuclides.

B. Respirator Facepiece - Utilize half- or full-facepiece units in accordance with the applicable OSHA regulations or as more stringently specified herein. The use of quarter-face or single use disposable filter/facepieces is prohibited.

C. Respirator Regulators - For Type C, supplied air systems, utilize regulators, which operate in the pressure demand mode. The use of regulators which operate in the continuous flow mode is prohibited.

D. Protective Gear - Utilize suitable protective gear including disposable clothing, headgear, eye protection, and footwear of sizes to properly fit individual workers or authorized visitors.

PART 3 - EXECUTION

3.01 GENERAL

A. Prior to commencement of work, all workers shall be instructed by the Contractor and shall be knowledgeable, in the appropriate procedures of personnel protection and asbestos removal. Contractor acknowledges and agrees that he is solely responsible for enforcing worker protection requirements at least equal to those required by federal regulations.

B. Permit no visitors, except for governmental inspectors having jurisdiction, or as authorized by Engineer or Owner, in work areas after commencement of asbestos disturbance or removal.

C. Contractor shall provide workers with personally issued and marked respiratory equipment.

D. When respirators with disposable filters are used, provide sufficient filters for replacement as necessary by the workers, or as required by applicable regulations.

E. Provide workers with a set of suitable protective gear and respirators whenever they enter the work areas. Furnish sufficient sets of protective clothing to allow replacement or necessary or required by applicable regulations.

F. Provide authorized visitors with a set of suitable protective gear and respirators whenever they enter the work area, to a maximum of six sets a day.

G. Provide Testing Laboratory's representative with a set of suitable protective gear and respirators whenever they enter the work area. Furnish protective clothing in as many sets as required for full-time monitoring by Testing Laboratory.

H. Provide and post in the Equipment and Clean Room, the asbestos removal decontamination and work procedures to be followed by workers, authorized visitors, and Testing Laboratory's representatives.

3.02 RESPIRATORY PROTECTION

A. Provide respiratory protection from the time of the first operation involved in the Project requiring contact with asbestos-containing materials (including construction airtight barriers/barricades, and
installation of plastic sheeting) until acceptance of Completeness of Response Action Testing by Engineer.

B. As a minimum, Contractor shall utilize respirators with disposable cartridges during initial preparation of work areas including precleaning and execution of barricades, installation of plastic sheeting and during specified removal operations utilizing the glovebag method.

C. Contractor shall provide workers with personally issued and marked respiratory equipment approved by NIOSH and OSHA and as a minimum suitable for the asbestos exposure level in the work areas.

1. Type of respiratory protection required:
   a. Fibers: For purposes of this Section fibers are defined as all fibers regardless of composition as counted using the OSHA Reference Method (ORM) or NIOSH 7400 procedures, or asbestos fibers of any size as counted using a transmission electron microscope.
   b. Provide Respiratory Protection as allowed by these specifications. For the work of all sections, the level of respiratory protection which supplies an airborne fiber concentration inside the respirator below 0.01 fibers per cubic centimeters (f/cc) is the minimum level of protection allowed. Determine the proper level of protection by dividing the expected or actual airborne fiber concentration in the Work Area by the "Protection Factors" given below:

<table>
<thead>
<tr>
<th>RESPIRATORY PROTECTION FACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Respirator Type</strong></td>
</tr>
<tr>
<td>Air purifying: Negative-pressure respirator, High efficiency filter, Half-facepiece</td>
</tr>
<tr>
<td>Air purifying: Negative-pressure respirator, High efficiency filter, Full-facepiece</td>
</tr>
<tr>
<td>Powered air purifying (PAPR): Positive-pressure respirator, High efficiency filter, Full-facepiece</td>
</tr>
<tr>
<td>Type C supplied air: Positive-pressure respirator, pressure-demand, Full-facepiece</td>
</tr>
<tr>
<td>Type C supplied air: Positive-pressure respirator, pressure-demand, Full-facepiece, Equipped with an auxiliary positive-pressure Self-contained breathing apparatus (SCBA)</td>
</tr>
</tbody>
</table>

D. Provide emergency backup air supply for each worker in work area at all times when "Type C" (supplied air) respirators are in use. Provide emergency backup equipment with air supply of sufficient duration for all workers to safely exit work area. Locate emergency equipment so that it is readily accessible to each worker in work area in the event of interruption of normal air supply.

E. All supplied air (Type C) respiratory equipment shall supply, as a minimum, Grade D air. Contractor shall maintain onsite documentation, and submit in accordance with Section 01300, certified test results that air supplied to work area is Grade D or better. Documentation shall include, as a minimum, equipment/panel serial numbers, and shall have been certified within the six months prior to project mobilization date.

F. Ambient air pumps shall not be utilized for supplied air (Type C) systems.

END OF SECTION
1.01 Purpose

This section provides direction and amplification for the:

A. Substitution of Proprietary Products.
B. Substitution of Nonproprietary Products.
C. Product Delivery and Storage.
D. Payment for Stored Material.

1.02 Referenced Documents

A. Reference to industry, association or national standards or specifications, i.e., Federal, ASTM, ANSI, etc., shall imply the latest edition published on or before the date of this project or as specifically indicated.

B. Reference to these documents thereby makes them a part of this Project Manual as though bound herein.

C. ARCHITECT/ENGINEER approval shall be required if the Contractor desires to use an edition other than that referenced.

1.03 Proprietary Products and Substitutions

A. General: The Contractor shall furnish products of one or more manufacturers listed. Approved products shall be considered equivalent regardless of listing.

B. Substitutions: Prior to bidding, the Contractor shall make a written request to the ARCHITECT/ENGINEER for the substitution of an approved product giving reasons for requesting a substitution.

1. The Contractor shall fully describe the new item, material or product and provide manufacturer's information. Provide samples if appropriate.
2. The Contractor shall include any and all adjustments to the Work in addition to any changes in the Contract amount.
3. The ARCHITECT/ENGINEER will review all data of proposed substitution provided by the Contractor and advise the Contractor of his decision in writing.
4. Changes or substitutions shall not be made without the ARCHITECT/ENGINEER's approval.
5. Changes or substitutions affecting the Contract amount and/or compliance schedule shall be made only with written recommendation of the ARCHITECT/ENGINEER and written approval of the Owner.

1.04 Nonproprietary Products and Substitutions

A. Performance specifications establish minimum standards for all products.
B. Construction Documents may reference a product which meets or exceeds minimum standards. This reference is for information only and nonproprietary in intent.

C. Should substitutions of these nonproprietary products be desired, the Contractor shall follow the procedure outlined above in paragraph 1.03.B.

1.05 Product Delivery and Storage

A. Delivery:

1. Products subject to delivery or storage damage shall be delivered in their original manufacturer's packaging.
2. Products shall be delivered in containers appropriate to the product. Products shall bear the manufacturer's original wrapping with sufficient information thereon to determine that they meet the requirements of the Contract Documents.
3. Testing agencies or association labels attesting to a particular quality standard shall be affixed at the point of manufacture.

B. Storage:

The Contractor shall:

1. Comply with safety requirements or manufacturer's recommendations in the storage of products.
2. Insure that stored materials do not exceed the structural limitations of building areas on which they are stored.
3. Keep materials stacked, well ventilated, covered and protected against water and wind damage.
4. Stack on supports of adequate strength and spacing to prevent material damage or deformation.
5. Provide sufficient clearance from the supporting substrate to assure adequate drainage and prevent direct contact with water or moist surfaces.
6. Provide protective coverings for floor areas or supporting substrates where spillage is likely to damage finishes, materials, etc.

1.06 Payment for Stored Material

A. Stored material for which the Contractor desires payment prior to incorporation shall be stored in a manner which protects the Owner's interests.

B. Storage shall either be at the site and fully insured or in an approved warehouse with evidence of insurance and consent of Surety.

C. Method of storage, location and proof of insurance are required at the time of submitting the Application for Payment.

END OF SECTION 01600
1.01 Purpose

This section generally outlines Contractor responsibilities for the Project or Contract closeout, including:

A. Adjustment and Cleaning.
B. Record Drawings and Maintenance Manuals.
C. Substantial Completion.
D. Release of Lien.
E. Consent of Surety to Final Payment
F. Inspection Certificates.
G. Bonds and Guarantees.
H. Application for Final Payment

1.02 Adjustment and Cleaning

A. Prior to the final inspection, the Contractor shall perform and complete the following:

1. Repair or replace defective products or areas damaged by the Contractor.
2. Clean all exposed or semi-exposed surfaces which have been soiled as a result of the work effort (even though previously cleaned).
3. Remove all stains, spots, marks and dirt from finished surfaces. Clean in accordance with the manufacturer’s written instructions.
4. Replace mechanical equipment filters, adjust all finish hardware and schedule service instruction conferences with the Owner just prior to final inspection.

B. Cleaning shall include, but not be limited to, the following:

1. Removal of product protective coverings and labels. Do not remove UL, FM or other permanent labels or placards necessary for life-safety operations or to establish Construction Documents compliance.
2. Removal of all debris from the site. Debris shall not be buried on the site. Debris shall be disposed of according to government requirements.
3. Other cleaning as required:
   a. Dry or wet vacuum cleaning.
   b. Dusting of all new and existing surfaces.
   c. Carpet shampooing.
   d. Cleaning of inside glazed surfaces and outside glazed surfaces if new or soiled by the work of this contract.
   e. Cleaning required by various specification sections with particular attention to instructions and specific requirements.

C. Adjustment shall include, but not be limited to, the following:
1. Adjustment of products, assemblies, equipment, hardware, components, etc., to achieve an installation, which operates smoothly, correctly, and as intended.

2. Adjustment as required by various sections of the Specifications.

1.03 Record Documents and Maintenance Manuals

A. Maintenance Manuals shall be submitted to the ARCHITECT/ENGINEER for approval.

1. Manuals shall contain maintenance and record documents as provided for by the Specifications.
2. Upon ARCHITECT/ENGINEER approval, manuals shall be forwarded to the Owner.
3. Final Payment shall be withheld until approved manuals are received by the Owner.

B. The Contractor shall submit his Field Notes on "as-built" conditions to the ARCHITECT/ENGINEER and shall have ARCHITECT/ENGINEER approval before Final Payment will be released by the Owner. See Section 01720, Project Record Documents.

C. The ARCHITECT/ENGINEER shall provide Record Documents which identify "as-built" conditions of the work. These documents shall be based on the Contractor's Field Notes maintained throughout the life of the project. See Section 01720, Project Record Documents.

D. Deviations from the above requirements will not be accepted without prior written approval. Failure to comply shall result in Final Payment being withheld. The Contractor waives any claim associated with withholding of retainage by the School Board if it fails to provide the above referenced materials and comply with all closeout requirements.

1.04 Substantial Completion

A. Inspection: The Contractor shall provide the ARCHITECT/ENGINEER with a written notification of project completion, a punch list of items to be completed, and request an inspection tour of the project.

B. The Contractor, ARCHITECT/ENGINEER and Owner shall be present for the inspection.

C. The ARCHITECT/ENGINEER will prepare a Certificate of Substantial Completion, AIA Form 9704, based on the results of the inspection. Attached thereto will be a list of items, "punch list," requiring additional Contractor attention and/or resolution. The Certificate shall be executed by all parties, the Owner signing after Board approval.

D. At the end of the allotted time for punch list work to be completed, a final inspection shall be held. Failure to identify all items shall not be deemed a waiver of those discrepancies, and Contractor shall have seven (7) days to remedy items identified after notice of the deficiency. Any items remaining incomplete will be completed by the Owner and the cost of the work charged against the Contractor's retainage.

1.05 Release of Lien or Claim

A. Along with his Application for Final Payment, the Contractor shall submit a sworn statement that all work has been completed and that all bills for labor, materials and Subcontractor's work have been paid in full.

B. Additionally, the Contractor shall submit statements from each of his Subcontractors, material or labor suppliers that they too have completed all work and that all bills for labor, materials and their Subcontractor's work have been paid in full.
C. Sworn statements shall be made on the Owner's standard Release of Lien form.

D. Owner shall have no obligation or responsibility to make any payments to any subcontractor or supplier.

E. Upon request by the Contractor and a subcontractor or supplier together with the written consent of surety, the Owner may at its sole discretion issue joint checks. Failure of the Owner to elect this option should not give rise to any cause of action by any party.

1.06 Consent of Surety to Final Payment

A. Along with his Application for Final Payment, the Contractor shall provide a Consent of Surety to Final Payment.

B. Consent of Surety may be made on AIA Standard Form G707 or on a letter from the bonding company.

1.07 Inspection Certificates

A. Upon completion of the Project and before applying for Final Payment, the Contractor shall have the electrical, plumbing and mechanical work (and any other work) as applicable, inspected and approved by the Office of Building Code Enforcement, Duval County Public Schools, as required by the Specifications and all applicable codes, laws and ordinances, per Florida Statutes.

B. The Contractor shall submit all inspection certificates to the Owner with his Application for Final Payment.

1.08 Bonds and Guarantees

A. The Contractor shall submit copies of all Bonds and Guarantees as required.

B. The Contractor's "one year" Guarantee shall commence on the date of Substantial Completion.

C. The Contractor shall submit all Bonds and Guarantees with his Application for Final Payment.

D. This unconditional guarantee shall not replace or supersede any cause of action that may exist pursuant to the Contractor or law which has a limitation period in excess of one (1) year.

1.09 Application for Final Payment

A. The Final Certificate and Application for Payment shall be submitted with the required Release of Lien statements, Contractor's Guarantee and Consent of Surety to Final Payment.

B. The Application shall be marked "FINAL" and shall account for all Change Orders, including any liquidated and actual damages that may have been assessed for late completion.

END OF SECTION 01700
SECTION 01720
PROJECT RECORD DOCUMENTS

1.01 Purpose

This section provides Contractor guidance for the creation, preparation and maintenance of:

A. "Job Set" Record Documents (RD's)
B. Final Record Documents
C. Visitor's Log

1.02 Quality Assurance

A. The Contractor shall delegate the responsibility for the maintenance of Record Documents and the Visitor's Log to one person on his staff as approved by the ARCHITECT/ENGINEER.

B. The contractor shall insure the accuracy of RD's and shall:
   1. Thoroughly coordinate all changes.
   2. Make adequate and proper entries.

C. Timeliness of Entries: The Contractor shall make all entries within a reasonable amount of time (24 hours) after receipt of information or the need for an entry arises.

1.03 Submittals

A. The ARCHITECT/ENGINEER's approval of current Job Set RD's will be a prerequisite to his approval of the Contractor's monthly Applications for Payment.

B. The ARCHITECT/ENGINEER's approval of the Final RD's will be a prerequisite to his approval of the Contractor's Application for Final Payment.

C. The Contractor shall submit his Visitor's Log for the inspection of the ARCHITECT/ENGINEER or Owner as may be requested.

D. The Contractor shall submit a copy of his prior month's Visitor's Log with each Application for Payment. He shall indicate the name of the project and the period covered by the log.

1.04 Protection of RD's

Take precautions to protect RD's from deterioration, loss or damage. Conserve, as necessary, the "Job Set" until the completion of work and the transfer of information from the "Job Set" to the "Final Record Documents."

1.05 "Job Set" Record Documents

A. Identification

Upon receipt of the set of documents to be used as the job set, identify each of the documents with the title, "Record Documents - Job Set."
B. Preservation

1. Devise a suitable method for protecting the "Job Set" from anticipated user wear.
2. Use the "Job Set" only for the entry of new data and the ARCHITECT/ENGINEER's review.
3. Maintain the "Job Set" at the project work site designated by the ARCHITECT/ENGINEER.

C. Making Entries

1. Use an erasable colored pencil.
2. Clearly describe the change by note or by graphic line.
3. Date all entries.
4. Highlight the change by the use of a "cloud" around the area(s) affected.
5. Use different colors for overlapping changes.

D. Other Entries

1. Indicate any ARCHITECT/ENGINEER directed changes by note; i.e., "ARCHITECT/ENGINEER directed change."
2. Contractor originated changes and inadvertent errors which are approved by the ARCHITECT/ENGINEER shall be clearly indicated by note.

E. Schematic Layout Conversion

1. General Background: Most mechanical, electrical, and plumbing drawings are schematic in nature and not intended to portray precise physical layout or location.
   a. Final physical layout is determined by the Contractor and may be different from that shown on the Drawings.
   b. Future modifications or maintenance will require accurate, final, physical arrangement information.
2. "Job Set" RD's: The Contractor shall annotate the "Job Set" RD's to show:
   a. Plan Location: Dimension layout of mechanical/electrical runs to within 1" of the centerline of each run.
   b. Identification: Identify the item by accurate note showing size, material and function; i.e., "4" cast iron drain," "1/2" copper water," etc.
   c. Show the vertical (height) location by symbol or note; i.e., "in ceiling plenum," "exposed ceiling mounted," "under slab," etc.
   d. Make identifications sufficiently descriptive so that they may be easily related to the Specifications.

1.06 Final Record Documents

A. General: The Contractor shall furnish Final Record Documents that provide factual reference information of a permanent nature, enabling future modifications and maintenance to proceed without expensive site investigation.

B. Final Record Documents shall be in CD format. Contractor, at his own expense, shall obtain a set of Record Documents in ACAD format from the ARCHITECT/ENGINEER to be used for
Final Record Documents.

C. Prior to the transfer of information from the "Job Set" to the Final RD's, the Contractor shall obtain a review by the ARCHITECT/ENGINEER of all recorded data. Make all required revisions.

D. Transfer of Data to Drawings

1. Carefully transfer all change data from the "Job Set" to ACAD.
2. Coordinate all changes as required. Clearly indicate changes to all drawings affected; i.e., plans, sections, details, etc. Give the full description of changes to provide a comprehensive record. Show actual locations, dimensions, notes, etc.
3. Call attention to each entry by drawing a "cloud" around it. All "clouds" shall be drawn on the reverse side.
4. Make changes neatly and consistently. Drawings shall be modified with either ink or black pencil. Line quality shall be crisp, consistent, and equal to the original.

E. Transfer of Data to other Documents (Project Manual)

1. Seek ARCHITECT/ENGINEER approval of changes made on the "Job Set" Project Manual. If changes are neat, legible, and clean, the ARCHITECT/ENGINEER is authorized to approve the "Job Set" as the Final.
2. If ARCHITECT/ENGINEER approval is not forthcoming, obtain a new copy of the Project Manual and make all data changes necessary.

F. Review and Approval: Submit the complete set of Record Documents to the ARCHITECT/ENGINEER for his approval. Revise as necessary.

1.07 Changes Subsequent to Acceptance

The Contractor's responsibility for recording change ends upon acceptance of the Work by the Owner (Approved Certificate of Final Inspection by State DOE). However, changes resulting from replacements, repairs, and alterations required as a result of the Contractor guarantee work shall be recorded.

1.08 Visitor's Log

1. The Contractor shall maintain a log in the Field Office to record visits by the ARCHITECT/ENGINEER, his consultants, and all visitors, including Owner's representatives and inspectors.
2. This log shall become the official record of all job visits and shall show:
   a. Date
   b. Time of Arrival
   c. Time of Departure
   d. Person's Name
   e. Entity Represented
3. The Contractor shall furnish a copy of the log to the Architect/Engineer or Owner.

1.09 Contractors' Project Related Documents

All documents shall be made available to the Owner upon request.

END OF SECTION 01720
PART I - GENERAL

1.01 DESCRIPTION

A. Perform all planning, administrative, execution, and cleaning requirements necessary to safely remove the asbestos-containing materials as indicated in the Contract Documents.

B. Related Work

1. Section 01010 - Summary of Work
2. Section 01300 - Submittals
3. Section 01410 - Testing Laboratory Services
4. Section 01525 - Temporary Enclosures
5. Section 01560 - Personnel Protection
6. Section 15010 - Mechanical
7. Section 16010 - Electrical

C. Work Not Included

Refer to 01010-1.02 for work not included in the Contract Documents.

1.02 SUMMARY OF WORK

A. Work Included

1. Properly remove asbestos-containing materials indicated in the Pricing Bulletin for each job as specified herein.
2. Apply a compatible sealant to all surfaces from which asbestos-containing material was removed and exposed plastic sheeting in each work area.

B. Definitions

1. Abatement - procedures to decrease or eliminate fiber release from pre-cast, spray- or trowel-applied asbestos-containing building materials. Includes encapsulation, enclosure and removal.
3. Airlock - system for permitting ingress and egress without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.
4. Amended Water – water to which a surfactant is added.
5. Air Monitoring - the process of measuring the fiber content of a specific volume of air in a stated period of time.
6. Clean Room - an uncontaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of workers' street clothes and protective equipment. Also known as the "Change Room".

7. Curtained Doorway - a device to allow ingress and egress from one room to another while minimizing air movement between the rooms. Typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway and securing each along the tope of the doorway, with the vertical edge of one along one vertical side of the doorway, and the vertical edge of the other along the opposite vertical side. Two curtained doorways spaced a minimum of three feet apart form an airlock.

8. Decontamination Enclosure System - a series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers or of materials and equipment. A decontamination enclosure system always contains an airlock.

9. Encapsulation - the sealing of asbestos surfaces involving application of a material (encapsulant/sealant) that will envelop or coat the fiber matrix and minimize fiber fallout and protect against contact damage.

10. Enclosure - procedures necessary to completely enclose material containing asbestos behind airtight, impermeable, permanent barriers.

11. EPA - United States Environmental Protection Agency.

12. Equipment Decontamination Enclosure System - a decontamination enclosure system for materials and equipment, typically consisting of a designated area of the work area, a washroom, and an uncontaminated area.

13. Equipment Room - a contaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.

14. Fixed Object (immovable object) - a unit of equipment or furniture in the work area which cannot be removed from the work area.

15. Glove-Bag - a relatively small, clear plastic enclosure which can completely encompass short sections of pipe. It shall be capable of allowing the removal of asbestos-containing materials without any of the materials escaping from the enclosure.

16. HEPA Filter - a High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97 percent of asbestos thermally generated DOP particles 0.3 microns in diameter.

17. HEPA Vacuum Equipment - High Efficiency Particulate Air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be 99.97 percent efficient for retaining thermally generated DOP particles 0.3 microns in diameter.

18. Holding Area - a chamber between the washroom and uncontaminated area in the equipment decontamination enclosure system. The holding area comprises an airlock.

19. Movable Object - a unit of equipment or furniture in the work area which can be
removed from the work area.

20. NIOSH - National Institute for Occupational Safety and Health.

21. OSHA - Occupational Safety and Health Administration.

22. Plastic Sheeting - plastic sheet material used for protection of walls, floors, etc. and used to seal openings into work areas. The thickness of the material shall be as specified.

23. Removal - the act of removing asbestos-containing or contaminated materials from a structure and depositing in a suitable disposal site.


25. Shower Room - A room constituting an airlock, between the clean room and the equipment room in the worker decontamination enclosure system, with hot and cold or warm running water suitably arranged for complete showering during decontamination.

26. Surfactant - a chemical wetting agent added to water to improve its penetrating ability, thus reducing the quantity of water required to saturate asbestos-containing materials.

27. Wet Cleaning - the process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with amended water, and by afterwards disposing of these cleaning tools as asbestos-containing waste.

28. Washroom - a room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.

29. Work Area - area or areas of Project which undergo "abatement" or are contaminated.

30. Worker Decontamination Enclosure System - a decontamination enclosure system for workers, typically consisting of a clean room, a shower room, and an equipment room.

C. Approval of or acceptance by Owner or Engineer of various construction activities or methods proposed by Contractor does not constitute an assumption of liability either by the Engineer or Owner for inadequacy or adverse consequences of said activities or methods.

1.03 QUALITY CRITERIA

A. Qualification for Performance of Work

1. Contractor (or subcontractor engaged to perform the Work of this Section) shall:

a. Be a licensed asbestos abatement contractor in accordance with State of Florida Statutes, F.S. 469. Submit documentation confirming current licensure.

b. Have a record of successful experience in asbestos removal and related work similar in scope and magnitude to this project.

c. Maintain on site, a Superintendent and one Head Foreman, each having experience in responsible charge of asbestos removal operations similar in scope and magnitude to this project within the three year period preceding
start of project and shall be fluent in English. Superintendent and Head Foreman must be approved by Owner prior to the start of the work and shall not be changed without prior approval of the Engineer. Head Foreman shall remain inside of the work area at all times the work is in progress.

d. Provide one experienced Job Foreman with successful experience in asbestos removal operations similar in scope and magnitude to this project for every six asbestos removal workers (laborers) utilized on the project. Foreman shall remain inside of work areas at all times that the work is in progress.

e. Submit certification for each and every worker to be utilized on the project by the Contractor or subcontractor(s) documenting that each has successfully completed (including examinations and applicable refresher courses) an EPA-accredited training course approved by the State of Florida for asbestos abatement workers as specified in the AHERA regulations (40CFR763, Appendix C to Subpart E) and the Florida Statutes (F.S. 469). Contractor shall also submit documentation confirming EPA-accreditation and state approval for each training center represented in the submittals.

f. Submit certification for each and every supervisor to be utilized on the project by the Contractor or subcontractor(s) documenting that each has successfully completed (including examinations and applicable refresher courses) an EPA-accredited training course approved by the State of Florida for asbestos supervisors as specified in the AHERA regulations (40CFR763, Appendix C to Subpart E) and the Florida Statutes (F.S. 469). Contractor shall also submit documentation confirming EPA-accreditation and state approval for each training center represented in the submittals.

B. Reference Standards

1. Acknowledge, by the executing of the Contract, awareness and familiarity with the contents and requirements of the following regulations, codes, and standards, and assume responsibility for the performance of the work in strict compliance therewith and for every instance of failure to comply therewith.

2. Make available for review at the site, one copy of EPA, OSHA, and applicable State, County, and City Regulations governing the work.

3. The current issue of each document shall govern. Where conflict among requirements or with the Contract Documents exists, the more stringent requirements shall apply.


C. Patent/Copyright Compliance

Comply with all patent and copyright laws involved with processes, equipment and materials regarding the work of the Contract Documents.

D. Test Reports

1. Results of tests of asbestos-containing materials (which are specifically excluded as part of this Contract) taken from surfaces within the scope of this project are available for review at the office of the Owner.

   However, the Contractor or subcontractor is cautioned that, should interpretations be made, opinions be formed, and conclusions be drawn as a result of examining the test results, those interpretations, opinions, and conclusions will be those made, formed, and drawn solely by the Contractor or subcontractor.

2. Inasmuch as randomly and/or arbitrarily selected areas were sampled, the Engineering and Owner make no representation, warranty, nor guarantee that the conditions indicated by the test results either are representative of those conditions existing throughout the area, or that unforeseen developments may occur, or that materials other than, or in proportions different from, those indicated may exist.

1.04 SUBMITTALS

Refer to Section 01300 and Article 1.03 of this Section for the submittals required by the Contract Documents.

1.05 PRODUCT HANDLING

A. Deliver all materials as described in Part 2 in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.
B. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

C. Remove from the premises, all damaged or deteriorating materials. Dispose of materials that become contaminated with asbestos in accordance with applicable regulatory standards.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Plastic Sheeting - shall be of the thicknesses specified, in sizes to minimize the frequency of joints. Utilize reinforced plastic sheeting in specified thicknesses on floors.

B. Tape - shall be glass fiber or other type capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials under both dry and wet conditions.

C. Surfactant (wetting agent) - shall consist of resin materials in water base which have been tested to indicate material is non-toxic and non-irritating to skin and eyes, and non-carcinogenic. Approved materials and manufacturers:

1. "Penewet #6450" and its sprayer mixing head amended water generator manufactured by Fiberlock Technologies, Inc., 630 Putnam Avenue, Cambridge, MA 02139-0432, telephone (800) FIBERLK.

2. Engineer will consider equivalent products by other manufacturers for approval if submitted with appropriate information to Engineer not later than five days prior to the scheduled time for the material to be used. Minimum information shall include Material Safety Data Sheet, OSHA Form No. 20; toxicological reports, and installation recommendations for use on asbestos-containing materials.

D. Floor tile adhesive backing removal agent - shall consist of a relatively high flash point (140° or greater), non-toxic, non-carcinogenic solvent. Approved materials and manufacturers:

1. "747 – Low Odor Chemical" manufactured by Sentinel, 1429 Fairmont Avenue, N.W., Atlanta, Georgia 30381.

2. "CHEM-SAFE ORANGE" manufactured by ARAMSCO, Inc., 3204 Winter Lake Road, Unit #1, Lakeland, Florida 33803, (800) 767-1225.

3. Engineer will consider equivalent products by other manufacturers for approval if submitted with appropriate information to Engineer not later than five days prior to the scheduled time for the material to be used. Minimum information shall include Material Safety Data Sheet (MSDS), OSHA Form No. 20; toxicological reports, and installation recommendations for use on asbestos-containing materials.

E. Sealant (encapsulant) - shall be manufactured by reputable, established manufacturer or encapsulant/sealant materials and be approved specifically for use in asbestos contaminated environments. Shall be compatible with the temperature conditions on surfaces to which sealant is to be applied. It is the responsibility of the Contractor to determine compatibility of the sealant with materials and conditions.

F. Impermeable containers - shall be suitable to receive and retain asbestos-containing or contaminated materials until disposal at an approved site and shall be labeled in accordance with OSHA Regulation 29 CFR 1926.1101 and U.S. DOT 49 CFR 171 and 172, containers shall be both air and watertight. Use a minimum of two types of impermeable containers: 1) six-mil plastic bags sized to fit within the drum and 2) metal or fiber drums with tightly fitting
lids.

G. Warning labels and signs - shall be as required by OSHA Regulation 29 CFR 1926.1101 (and U.S. DOT 49 CFR 171 and 172 for impermeable containers).

H. Other materials - Provide all other materials, such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the Work Area(s).

I. Caulking - Shall be non-shrinking caulk to be used where insulated pipes continue through walls, ceilings, etc. Contractor shall determine and submit proof that caulk proposed for use is compatible with the temperature conditions of the surfaces to which it is to be applied.

J. Glovebag - Provide commercially available glovebag assemblies constructed of minimum six-mil plastic sheeting and permanent, securely attached sleeves and gloves. For high temperature (greater than 120 degrees Fahrenheit) applications, provide glovebags constructed of suitable materials. Onsite modifications to glovebags or use contrary to manufacturer's instruction must be submitted in writing to Engineer for review and approval prior to initiation of work.

2.02 TOOLS AND EQUIPMENT

A. Provide suitable tools for asbestos removal.

1. Water sprayer - utilize airless or other low-pressure sprayer for amended water application.

2. Transportation - as required for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property.

3. Communication equipment - shall be suitable for Interroom Communications, such as "walkie-talkies".

4. Manufactured vacuum loading device - a commercially available, vacuum loader equivalent to Vecloader Model 522 HEPA VAC manufactured by Vacuum Engineering Corporation or HAZ-VAC HEPA Filtered Vacuum System manufactured by Control Resource Systems, Inc., possessing a minimum of:

   a. As a minimum, a 4-stage filter system consisting of water injection, centrifugal cyclone separator, reverse pulse filter baghouse and a HEPA filter.

   b. Filter monitor equipped with an auto shutdown mechanism.

   c. Direct loading of wetted material into six-mil plastic bags.

   d. Minimum of 1500 CFM at 200 inches H₂O suction.

5. Continuous evacuation device (for use with glove-bags) - provide UL listed, commercially available devices, which are capable of maintaining a pressure differential between 0.05 and 0.25 inches of water within a glove-bag. Device assembly shall include HEPA filtered exhaust. Acceptable devices/assemblies shall be equivalent to:


6. Glove-Bag - provide commercially available glove-bag assemblies constructed of minimum six-mil plastic sheeting and permanent, securely attached sleeves and gloves. For high temperature applications, provide glove-bags constructed of suitable materials. On-site modifications to glove-bags or use contrary to manufacturer's instruction must be submitted in writing to Engineer for review prior to initiation of work. Glove Bags and glove-bag operations will be overseen by the Owner.

7. Air purifying equipment (for internal recirculation in the Work Area) - Shall be HEPA Filtration Systems or Electronic Precipitators. Ensure that no internal air movement system or purification equipment exhausts contaminated air from the Work Area(s) outside the Work Area.

8. Diminished air pressure equipment - comply with ANSI Z9.2-7, local exhaust ventilation.

PART 3 - EXECUTION

3.01 REMOVAL OF ASBESTOS-CONTAINING MATERIAL

Properly remove and dispose of all asbestos-containing materials indicated to be removed as described in the Contract Documents in accordance with the methods and procedures outlined in the U.S. OSHA Regulation (Code of Regulations, Title 29, Part 1926, Section 1101) or as more stringently specified herein.

A. REMOVAL SEQUENCE 1 – GROSS REMOVAL

1. Prepare work areas as previously specified.

2. Properly remove asbestos-containing material.

3. Spray areas of asbestos material with amended water, using spray equipment recommended by surfactant manufacturer capable of providing a "mist" application to reduce the release of fibers. Wet the material sufficiently to saturate it to the substrate without excessive dripping. Spray the asbestos material repeatedly during removal to maintain wet condition but do not use excessive amounts of water.

4. Remove the saturated asbestos material in small sections. Do not allow material to dry out. As it is removed, place the material in sealable plastic bags of six-mil minimum thickness and place in labeled containers for transport.

5. Do not permit removed asbestos-containing material to fall more than 10 feet. For greater height, provide an inclined chute apparatus or scaffolds.

6. After removal of asbestos-containing material, all surfaces shall be wet-cleaned to remove residual accumulated material. Continue wet-cleaning until surface is free of visible material.

B. REMOVAL SEQUENCE 2 - GLOVEBAG

1. Prepare work area as previously specified.

2. Properly remove asbestos-containing thermal system insulation (TSI) and a minimum of 6 inches of adjacent non-asbestos-containing on either side of the TSI utilizing a thermal system insulation approved "glove-bag" method. Properly dispose of this material as contaminated waste. Prior to performing any asbestos removal using the
"glove-bag" method, Contractor shall smoke test each glovebag.

3. After removal of asbestos-containing materials, all surfaces shall be wet-cleaned to remove residual accumulated material. Continue wet-cleaning until surface is free of visible material.

4. Alternative Glove-Bag Removal Techniques
   a. Contractor may elect to use continuously evacuated glove-bag techniques for the removal of asbestos-containing materials. Prior to the use of such techniques, Contractor shall submit shop drawings or product data for equipment to be utilized for review by Engineer.
   b. A continuous diminished air pressure of minimum 0.05 inches of water must be maintained within the glove-bag assembly at all times during removal and cleaning methods.

C. REMOVAL SEQUENCE 3 – GLOVEBAG/CUT AND WRAP
   1. Prepare work area as previously specified.
   2. Wrap the asbestos-containing thermal system insulation with a minimum of two layers of six-mil plastic sheeting and secure with tape.
   3. Properly remove, utilizing conventional, approved "glove-bag" methods, small areas (6’ to 8’) of TSI at maximum six-foot intervals of the pipe length. Prior to performing any asbestos removal using the "glove-bag" method, Contractor shall smoke test each glovebag.
   4. After removal of TSI, all surfaces shall be wet-cleaned to remove residual accumulated material, continue wet-cleaning until surfaces are free of visible material.
   5. Apply one coat of encapsulating sealant to the exposed removal surfaces.
   6. Seal all exposed TSI in two layers of six-mil plastic sealed with tape.
   7. Remove pipe in maximum six-foot lengths and dispose of as contaminated waste.
   8. Alternative Glove-Bag Removal Techniques
      a. Contractor may elect to use continuously evacuated glove-bag techniques for the removal of asbestos-containing materials. Prior to the use of such techniques, Contractor shall submit shop drawings or product data for equipment to be utilized for review by Engineer.
      b. A continuous diminished air pressure of minimum 0.05 inches of water must be maintained within the glove-bag assembly at all times during removal and cleaning methods.

3.02 CLEAN-UP AND DECONTAMINATION
   A. Provide general clean-up of work areas concurrently with the removal of asbestos-containing materials. Do not permit accumulation of removed materials on floor or ground.
   B. CLEAN-UP AND DECONTAMINATION SEQUENCE 1 – INTERIOR ENCLOSED
WORK AREAS

1. Remove all visible accumulations of asbestos material and debris.

2. Wet-clean all surfaces in the work areas.

3. Notify Owner for observation of cleaning to determine completeness.

4. Clean all sealed impermeable containers and all equipment (excluding that, which will be needed for further cleaning) used in the work areas and remove from work areas via the equipment decontamination enclosure system.

5. Perform no activity in work area for 96 air changes in order to allow settlement of airborne asbestos fibers. No reduction in this settling period will be allowed.

6. Perform second wet-cleaning of all surfaces in work areas and immediately adjacent contaminated areas.

7. Again, notify Engineer for observation of cleaning to determine completeness.

8. Wait for an additional 96 air changes to allow settling of airborne asbestos fibers. No reduction in this settling period will be allowed.

9. Perform third wet cleaning of all surfaces in work area and any other immediately adjacent contaminated areas.

10. Notify Engineer and Testing Laboratory that the areas are ready for preliminary clearance air testing.

11. Alternative Clean-Up Sequence: The alternative clean-up sequence may be used on projects involving the removal of non-friable ACM or, with the prior approval of the Engineer, on projects involving the removal of friable ACM to expedite completion of the work to allow re-occupancy.

   a. Contractor may elect to have preliminary final clearance testing performed following the second visual observation for completeness by Engineer, provided the following criteria are met.

   i) The diminished air equipment in the work area is capable of maintaining at least ten air changes per hour throughout the entire abatement process and until final clearance levels are achieved. The Contractor must submit to the Engineer for approval, a detailed description of the means and methods to be used to maintain at least 10 air changes per hour within the work area while maintaining an intact enclosure system.

   ii) There is an identifiable source of make-up air located at the opposite end of the work area from the intake port of the diminished air pressure equipment.

   b. If airborne fiber levels exceed the preliminary final clearance criteria specified in Section 13280, Part 3.02, then the second settling period and third cleaning phase shall be implemented.

12. Following the three-phase cleaning sequence and when the air fiber count is 0.01 f/cc or less by NIOSH #7400 and prior to removing plastic sheeting, all surfaces from which asbestos-containing materials were removed shall receive one coat of sealant.
to seal existing surfaces as follows:

a. Misting, spraying, and pumping equipment, as recommended by the encapsulant material's manufacturer, shall be used.

b. Encapsulant, compatible with finish material and conditions specified in other Divisions, shall be installed in procedures as recommended by the manufacturer's written instructions if found to be compatible with temperature conditions.

13. When the air fiber count is 0.01 f/cc or less by NIOSH #7400, mist and seal all exposed surfaces of the plastic sheeting and carefully remove plastic sheeting from walls and elevated platforms where required or applicable and floor only, folding inward to trap debris. Doors, windows, vents, and other openings shall remain sealed.

14. Contractor shall not use sealant sprayed into the air as a means of reducing fiber levels after plastic sheeting is removed.

15. Allow sealant, if used, sufficient time to dry prior to proceeding with final air testing.

C. CLEAN-UP AND DECONTAMINATION SEQUENCE 2 – EXTERIOR WORK AREAS

1. Remove all visible accumulations of asbestos material and debris.

2. Wet-clean all surfaces in work area.

3. Notify Engineer for observation of cleaning to determine completeness.

4. Following the cleaning sequence and prior to removing glove-bag or other temporary enclosures, all surfaces from which asbestos-containing materials were removed shall receive one coat of sealant to seal existing surfaces as follows:

   a. Misting, spraying, and pumping equipment, as recommended by the encapsulant material's manufacturer, shall be used.

   b. Encapsulant, compatible with finish material and conditions specified in other Divisions, shall be installed in procedures as recommended by the manufacturer's written instructions if found to be compatible with temperature conditions.

5. Allow sealant, if used, sufficient time to dry prior to proceeding with final air testing.

3.03 COMPLETENESS TESTING AND DEMOBILIZATION

A. STANDARD OF COMPLETION FOR A RESPONSE ACTION AND AREA DEMOBILIZATION SEQUENCE 1 (Work Areas under 160 SF or 260 LF of friable ACM, or Pre-Demolition Work Areas of any size).

1. Standard of Completion for a Response Action: Consider the response action complete when air testing performed by the Testing Laboratory employed and paid for by the Owner shows 0.01 or less f/cc of air for each sample using NIOSH #7400 for Phase Contrast Microscopy (PCM). Air testing shall be performed with air environmental agitated by mechanical devices such as fans.

2. Testing Laboratory will test for completeness of the response action upon notice from Contractor that work areas and all other decontaminated and cleaned areas are
3. Reclean at Contractor's expense, all areas which do not comply with the standard of completion for final clearance. Continue cleaning until the specified standard of completeness is achieved by the Testing Laboratory. Contractor shall bear the cost of all follow-up tests necessitated by the failure of the air tests to meet the specified final clearance level. Owner will deduct the cost of such follow-up tests from whatever monies remain due to the Contractor.

4. Following acceptance of the completeness of response action test results and after Engineer determines work area to be visually decontaminated:
   a. Dismantle and remove sturdy barriers and plastic seals on all openings and wet clean immediate areas.
   b. Dismantle decontamination enclosure systems and thoroughly wet clean immediate areas.
   c. Dispose of debris, used cleaning materials, unsalvageable materials used for sturdy barriers, and any other remaining materials. Consider the materials as contaminated and dispose of accordingly.

B. STANDARD OF COMPLETION FOR A RESPONSE ACTION AND AREA DEMOBILIZATION SEQUENCE 2 (Work Areas over 160 SF or 260 LF of friable ACM).

1. Standard of Completion for a Response Action: Consider the response action complete when air testing performed by the Testing Laboratory employed and paid for by the Owner has successfully completed one of the following consecutive tests:
   a. If a sampling volume of at least 1,199L for 25mm filters, or 2,799L of air for 37mm filter has been obtained for samples inside the abatement areas, and the arithmetic mean of their asbestos structure concentrations per square millimeter of filter is less than or equal to 70 str/mm² by Transmission Electron Microscopy (TEM).

Or;

b. If the arithmetic mean of the asbestos structure concentrations per square millimeter of filter is greater than 70 str/mm², and the arithmetic mean of the asbestos structure concentration of the blank filters is greater than 70 str/mm², consider the test void and repeat test procedure.

Or;

c. If three blank samples have an arithmetic mean of the asbestos structure concentration on the blank filters that is less than or equal to 70 str/mm², and the average airborne asbestos concentration measured inside the abatement area is not statistically higher than the average airborne asbestos concentration measured outside the abatement area as determined by the Z-test. The Z-test is carried out by calculating the following:

\[
Z = \frac{Y_I - Y_0}{0.8 \sqrt{\frac{1}{n_I} + \frac{1}{n_0}}^{1/2}}
\]

Where; \(Y_I\): the average of the natural logarithms of the inside samples.
\(Y_0\): the average of the natural logarithms of the outside samples.
n: the number of inside samples.

n0: the number of outside samples.

The response action is considered complete when the Z factor is less than or equal to 1.65.

All samples will be collected and analyzed in general accordance with the applicable AHERA regulations (40CFR763, Appendix A to Subpart E).

2. Re-clean at Contractor's expense all areas that do not comply with the standard of completion for final clearance. Continue cleaning until the specified standard of completeness is achieved by the Testing Laboratory. Contractor shall bear cost of all follow-up tests necessitated by the failure of the air tests to meet the specified final clearance level. Owner will deduct the cost of such follow-up tests from whatever monies remain due to the Contractor.

3. Following acceptance of the completeness of response action test results and after Engineer determines work areas to be visually decontaminated:
   a. Dismantle and remove sturdy barriers and plastic seals on all openings and wet clean immediate areas.
   b. Dismantle decontamination enclosure systems and thoroughly wet clean immediate areas.
   c. Dispose of debris, using cleaning materials, unsalvageable materials used for sturdy barriers, and any other remaining materials. Consider the materials as contaminated and dispose of accordingly.

3.04 DISPOSAL OF CONTAMINATED WASTE

A. Remove sealed and labeled containers of contaminated material and wastes and dispose of in approved sanitary landfill as follows:

1. Notify Owner not less than 48 hours prior to the proposed time of removing and delivery of contaminated waste to the landfill. The Owner may elect to observe this operation.


3. Transport double-bagged contaminated waste from work area to truck in fiber or steel drums.

4. Use only enclosed or covered trucks to haul impermeable containers to prevent loss or damage to containers enroute to sanitary landfill.

5. Preclean using HEPA vacuum equipment and wet-cleaning methods and place one layer of six-mil plastic sheeting on walls and floor of truck prior to transport of contaminated waste.

6. Allow only sealed plastic bags or impermeable containers to be deposited in landfill. Leave damaged, broken, or leaking plastic bags in the impermeable container and deposit entire container in landfill.
7. Ensure that there are no visible emissions to the outside air from site where materials and waste are deposited.

8. Contractor may recycle uncontaminated impermeable containers.

9. Submit landfill receipts to the Owner after completion of the work (see Section 01300 Post-Job Submittals).

10. Following the last trip to dispose of contaminated waste, all plastic sheeting shall be removed from the walls and floor of the truck and also be disposed of as contaminated waste. Contractor shall then notify Owner to examined truck for cleanliness.

12. Final completion may not be satisfied until approval of truck by Engineer after completion of transportation of contaminated waste.

3.05 FIELD QUALITY CONTROL

A. A testing laboratory will be provided by the Owner at no cost to the Contractor, except as outlined in other sections of the Contract Documents, to periodically observe the removal process and perform the air monitoring.

B. Testing laboratory will conduct air monitoring prior to and throughout removal and cleaning operations.

C. The testing laboratory will perform prevalent and isolation air sampling according to the method prescribed by Section 1926.1101 of OSHA CFR Title 29 and analyze the samples in general accordance with the procedures outlined by NIOSH #7400 for PCM.

D. The testing laboratory will perform the Owner's testing and conduct both the preliminary and completeness of removal response action testing. Completeness of removal response action testing will be performed in general accordance with NIOSH #7400 and 40 CFR 763, Appendix A to Subpart E. Such testing for the Owner does not relieve the Contractor of providing necessary tests required by other regulations, codes, and standards for the protection of his workers, or for any other purposes.

E. Air tests will be made both inside work areas and outside work areas, and test results will be made available to the Contractor. The Contractor is cautioned, however, that should interpretations be made, opinions be formed, and conclusions be drawn as a result of examining the test results, those interpretations, opinions, and conclusions will be those made, formed, and drawn solely by the Contractor. The Contractor will be responsible for performing air tests required for his evaluation of the safety of his employees.

F. A preliminary visual observation will be performed in the work area by the Engineer following notification by the Contractor that said areas have been properly cleaned. Areas will be observed for the presence of visible dust, dirt and debris.

G. Tests will be performed in work area after final clean-up.

H. Test results will be reported in terms of total fiber count per cubic centimeter of air (f/cc) for air samples analyzed by PCM. The results of samples analyzed by Transmission Electron Microscopy (TEM) will be reported in terms of total asbestos structures per cubic centimeter (str/cc).

I. All air samples collected during final clean-up operations will be collected within 48 hours after completion of the final cleaning when possible.
J. After final clean-up of an area is completed, the work areas shall satisfactorily pass the response action completeness criteria specified in Section 13280-3.03.

K. A final visual observation will be performed by the Engineer and Owner (or his representative) after final clean-up to inspect visible dust, dirt and debris and areas of damage.

L. Contractor shall perform additional cleaning of areas if, in the opinion of the Owner, based upon the final visual observation, previous clean-up operations were determined to be inadequate.

M. Any area whose air test results fail to comply with Paragraph J of this Section will be retested following re-cleaning of the areas. Contractor shall pay all costs associated with retesting.

END OF SECTION
SECTION 13285

LEAD - BASED PAINT ABATEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Perform all planning, administrative, execution, and cleaning requirements necessary to safely perform the lead-based paint abatement as indicated in the Contract Documents.

B. Related Work

1. Section 01010 - Summary of Work.
2. Section 01040 - Coordination.
3. Section 01200 – Project Administration.
4. Section 01300 - Submittals.
5. Section 01411 - Testing Laboratory Services.
6. Section 13286 - Encapsulation of Lead-Based Paint Abatement Surfaces
7. Section 13287 - Disposal of Lead Containing Waste

1.02 SUMMARY OF WORK

A. Work Included:

1. Lead-Based Paint Disturbance or Removal:
   a. Isolate and prepare the Work Areas as indicated.
   b. As directed by the Engineer or Owner for each task order, perform the following:
      i. Properly stabilize coatings to receive new paint by scraping loose or flaking lead-based paint from interior and exterior components including but not limited to windows, doors, walls, ceilings, trim, siding, soffit, and fascia. Perform wet sanding or other surface preparation required by the new paint coating manufacturer necessary to allow proper application of the new paint coating by others.
      ii. Completely remove lead-based paint from interior and exterior components including, but not limited to windows, doors, walls, ceilings, trim, siding, soffit, and fascia using chemical or mechanical stripping methods.
      iii. Completely remove interior and exterior components including, but not limited to windows, doors, walls, ceilings, trim, siding, soffit, and fascia with lead-based paint as whole architectural elements.
      iv. Properly clean and decontaminate non-porous surfaces with lead dust hazards using wet cleaning and HEPA vacuum methods, as appropriate.
      v. Properly remove soil with a soil lead hazard to a depth of 2".
vi. Apply an EPA approved encapsulating sealant to surfaces with lead based paint in accordance with Section 13286.

e. Load hazardous waste and debris into containers and store at a location designated by Owner for waste characterization testing and proper disposal in accordance with Section 13287.

B. Work Not Included:

1. Area air monitoring.
2. Dust and soil testing for clearance under 40 CFR 745.

C. Definitions:

1. Abatement - procedures to decrease or eliminate exposure to lead-based substances that may results in lead toxicity or poisoning, by the proper disturbance, removal or demolition of lead-containing substances, by thorough cleanup procedures, and by post-cleanup treatment of surfaces.

2. Action Level - employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air (ug/m3) calculated as an 8 hour time weighted average.

3. Air Monitoring - the process of measuring the lead content of a specific volume of air in a stated period of time.

4. ANSI - American National Standards Institute

5. ASTM - American Society for Testing and Materials

6. Clean Room - an uncontaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of workers' street clothes and protective equipment. Also known as the "Change Room".

7. Contractor - any business entity, public unit, or person performing the actual abatement for a lead abatement project.

8. Cleaning Solution - solution which contains at least one ounce of 5 percent Trisodium Phosphate (TSP) to each gallon of hot water.

9. Decontamination Enclosure System - a series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers or of materials and equipment.

10. Encapsulation - to resurface or cover surfaces and to seal or caulk seams with durable material, so as to prevent or control chalking or flaking of lead-containing substances.

11. Enclosure - procedures necessary to completely enclose material containing lead-based paint behind airtight, impermeable, permanent barriers.

12. Engineer - This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as the "Engineer" in Engineer's Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract." The presence of the Engineer will be for the purpose of providing inspection and field testing of the work of the contract documents. Inspection shall consist of visual observation of construction and the equipment and materials used therein, to permit Engineer to render his professional opinion as to the contractor's conformance with Engineer's recommendations, plans or
specifications. Given the inherent limitations of such inspections, they shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of his customary and contractual responsibilities and obligations. The Engineer is not responsible for job or site safety and does not have the right to stop the work of the Contractor.

13. EPA - United States Environmental Protection Agency.

14. Equipment Room - a contaminated area or room which is part of the decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.

15. HEPA Filter - a High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97 percent of thermally generated DOP particles 0.3 microns in diameter.

16. HEPA Vacuum Equipment - High Efficiency Particulate Air filtered vacuuming equipment with a filter system capable of collecting and retaining particulate. Filters should be 99.97 percent efficient for retaining thermally generated DOP particles 0.3 microns in diameter.

17. Lead - metallic lead, all inorganic lead compounds, and organic lead soaps.

18. Lead Abatement Project - any work performed in order to abate the presence of a lead-containing substance.

19. Lead-Containing Substance - any paint, plaster, or other surface coating material found contain lead by Flame Atomic Absorption or Inductively Coupled Plasma methods.


22. OSHA - United States Occupational Safety & Health Administration.

23. PEL - Permissible Exposure Limit. Employee exposure to an airborne concentration of lead of 50 micrograms per cubic meter of air (ug/m³) calculated as an 8 hour time weighted average. For work periods of less than 8 hours, the PEL is reduced according to the following formula:

\[
\text{Allowable Employee Exposure} = \frac{400}{\text{hrs. worked in the day}}
\]

When respirators are used, employee exposures may be considered to be at the level provided by the protection factor of the respirator for those periods where a respirator is worn. The periods may be averaged with exposure levels during periods when respirators are not worn to determine the employee's daily TWA.

24. Plastic Sheeting - plastic sheet material used for protection of dumpsters, trucks, and used to air intakes adjacent to the work areas. The thickness of the material shall be as specified.

25. Removal - the act of removing lead-containing or contaminated materials from a structure under properly controlled conditions and depositing in a suitable disposal site.

27. TCLP - Toxic Characteristic Leachate Potential. Test conducted to determine compliance with the U.S. EPA RCRA regulations (40 CFR 261).

28. Wet Cleaning - the process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with TSP cleaning solution, and by afterwards disposing of these cleaning tools as lead.

29. Work Area - area or areas of Project which undergo "abatement" or are contaminated.

D. Approval of or acceptance by Engineer of various construction activities or methods proposed by Contractor does not constitute an assumption of liability either by the Engineer or Owner for inadequacy or adverse consequences of said activities or methods.

1.03 QUALITY CRITERIA

A. Qualifications for Performance of Work:

1. Contractor (or subcontractor engaged to perform the removal of lead-based paint material) shall:

   a. Have a record of not less than two years successful experience in lead-based paint removal and related work similar in scope and magnitude to this project. Submit a list of completed projects for verification.

   b. Maintain on-site, a Superintendent (or Competent Person) and one Head Foreman, each having not less than one year of full-time experience in responsible charge of lead removal operations similar in scope and magnitude to this project within the three year period preceding start of project. Superintendent and Head Foreman must be approved by Engineer or prior to the start of the work and shall not be changed without prior approval of the Engineer. Head Foreman shall remain inside the work area at all times the work is in progress. Submit certification of successful completion of training course for lead abatement contractors and supervisors of not less than 4 days in length which meets the requirements of the model curriculum described in 40 CFR 745, Subpart L, such as that conducted by the Georgia Tech Research Institute, or equivalent. Provide sufficient number of supervisory personnel to provide a minimum of 1 accredited supervisor on-site during all phases of the work.

   c. Provide one experienced Job Foreman with a minimum of one year successful experience in lead abatement operations similar in scope and magnitude to this project for every six lead removal workers (laborers) utilized on the project. Foreman shall remain inside of work area at all times that the work is in progress.

   d. Use only trained and experienced lead abatement removal workers to perform the work. Train in accordance with 29 CFR 1926.62. Submit documentation of each worker’s training in the pre-job submittal package required in Section 01300.

B. Reference Standards:

1. The Contractor acknowledges, by the executing of the Contract, awareness and familiarity with the contents and requirements of the following regulations, codes, standards, and guidance documents, and assumes responsibility for the performance of the Work in strict compliance therewith and, for every instance of failure, to comply therewith.

2. The current issue of each document shall govern. Where conflict among requirements or with the Contract Documents exists, the more stringent requirements shall apply.
a. Department of Housing and Urban Development, Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing (June 1995).

b. ANSI Publications: Z88.2-80; Practices for Respiratory Protection.


d. NIOSH: 81-123; Occupational Health Guidelines for Chemical Hazards.

e. Code of Federal Regulations (CFR) Publications:

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f. Occupational Safety and Health Administration (OSHA) Instruction CPL-2-2.58; Inspection Guidelines for Lead in Construction.

g. Occupational Safety and Health Administration (OSHA) Technical Manual; Section IV - Chapter 3, Controlling Lead Exposures in the Construction Industry.

h. All state, county, and city codes and ordinances as applicable. Make available for review at the site one copy of HUD, OSHA, and applicable State, County, and City Regulations governing the Work.

1.04 PATENT/COPYRIGHT COMPLIANCE

Comply with all patent and copyright laws involved with processes, equipment and materials regarding the work of the Contract Documents.

1.05 TEST REPORTS

A. Sampling of interior and exterior painted surfaces conducted for the Owner generally indicated the presence of lead in various coatings present on the window and wall surfaces at the Downtown Station.

B. Results of tests of lead-based paints taken from surfaces within the scope of this Project are available for review at the office of the Owner. However, the Contractor or subcontractor is cautioned that, should interpretations be made, opinions be formed, and conclusions be drawn as a result of examining the test results, those interpretations, opinions, and conclusions will be those made, formed, and drawn solely by the Contractor or subcontractor.

C. Inasmuch as randomly and/or arbitrarily selected areas were sampled, the Engineer and Owner make no representation, warranty, nor guarantee that the conditions indicated by the test reports either are representative of those conditions existing throughout the area, or that unforeseen developments may not occur, or that materials other than, or in proportions different from, those indicated may not exist.
1.06 DAILY LOG

A. The Contractor shall maintain at the work site, a daily log documenting the dates and time of, but not limited to, the following items:

1. Meetings; purpose, attendees, brief discussion.
2. Visitations; authorized and unauthorized.
3. Personnel; by name, entering and leaving the work area.
4. Special or unusual events; i.e. barrier breaching, equipment failures, accidents.
5. Air monitoring tests and test results (included OSHA compliance monitoring).
6. Evidence of the work area being maintained under diminished air pressure by means of a strip recorder chart.
7. Date, time, and findings of Competent Person’s inspections of the work site. Include any identified deficiencies and a description of the corrective actions implemented to correct deficiencies.
8. Documentation of Contractor’s completion of the following:
   a. Inspection of the work area preparation prior to start of lead removal activities and daily thereafter.
   b. Removal of any sheet plastic barriers.
   c. Contractor’s inspections prior to lock-down, encapsulation, or any other operation that will conceal the condition of lead materials or the substrate from which such materials have been removed.
   d. Removal of waste materials from the work area.
   e. Contractor’s final inspection/final air tests.

1.07 PRODUCT HANDLING

A. Deliver all materials as described in Part 2 in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.

B. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

C. Remove from the premises all damaged or deteriorating materials. Dispose of materials that become contaminated with lead-based paint in accordance with applicable regulatory standards.

1.08 WORKSITE CONDITIONS

Worker and Visitor Procedures: The Contractor is hereby advised that lead-based paint has been determined by the U.S. Government to be a toxic substance and Contractor shall provide workers and authorized visitors with respirators which as a minimum shall meet the requirements of OSHA 29 CFR 1910.134 and protective clothing during work area preparation, prior to commencing, during actual lead-based paint removal, and until final cleanup is completed.

1.09 PERSONNEL PROTECTION

A. Prior to commencement of work, all workers shall be instructed by the Contractor and shall be knowledgeable, in the appropriate procedures of personnel protection and lead-based paint removal.

B. Contractor acknowledges and agrees that he is solely responsible for enforcing worker protection requirements at least equal to those required by federal regulations.

C. In accordance with OSHA lead standard for the construction industry regulation (29 CFR 1926.62), the contractor shall initially assume that employee exposures are greater than the PEL, but not greater than ten times the PEL, and shall implement the following employee protective measures:
1. Appropriate respiratory protection
2. Appropriate personal protective clothing and equipment
3. Change Areas and hygiene facilities
4. Biological monitoring including sampling and analysis for lead and zinc protoporphyrin levels

Until an initial negative determination of employee exposures is made and accepted by the Engineer and Owner, the minimum acceptable level of personnel protection during the disturbance of lead based paint and clean-up activities shall be the use of half-face, disposable cartridge respirators and protective clothing.

D. Contractor shall provide workers with personally issued and marked respiratory equipment approved by NIOSH and OSHA and as a minimum suitable for the lead exposure level in the work areas.

1. Type of respiratory protection required:

   a. Provide Respiratory Protection as allowed by these specifications. For the work of all sections, the level of respiratory protection which supplies an airborne lead concentration **inside the respirator** below 30 micrograms of lead per cubic meter (mg/m³) is the minimum level of protection allowed. Determine the proper level of protection by dividing the expected or actual airborne lead concentration in the Work Area by the "Protection Factors" given below:

<table>
<thead>
<tr>
<th>AIRBORNE CONCENTRATION OF LEAD</th>
<th>REQUIRED RESPIRATOR</th>
<th>PROTECTION FACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not in excess of 500 µg/m³</td>
<td>1/2 Mask Air Purifying with HEPA Filters</td>
<td>10</td>
</tr>
<tr>
<td>Not in excess of 1,250 µg/m³</td>
<td>Loose Fitting Hood or Helmet Powered Air Purifying with HEPA Filters</td>
<td>25</td>
</tr>
<tr>
<td>Not in excess of 2,500 µg/m³</td>
<td>Full-Facepiece Air Purifying Respirator with HEPA Filters, or Tight Fitting Powered Air Purifying with HEPA Filters, or Full Facepiece supplied Air Respirator in a continuous Flow Mode, or Full Facepiece Self-Contained Breathing apparatus(SCBA) Operated in the Demand Mode</td>
<td>50</td>
</tr>
<tr>
<td>Not in excess of 50,000 µg/m³</td>
<td>1/2 Mask Supplied Air Respirator Operated in the Pressure Demand Mode</td>
<td>1,000</td>
</tr>
<tr>
<td>Not in excess of 100,000 µg/m³</td>
<td>Full Facepiece Supplied Air Respirator Operated in the Pressure Demand Mode</td>
<td>2,000</td>
</tr>
</tbody>
</table>

D. Where respirators with disposable filters are used, provide sufficient filters for replacement as necessary by the workers, or as required by applicable regulations.
E. Permit no visitors, except for governmental inspectors having jurisdiction, or as authorized by Engineer or Owner, in the work areas after commencement of lead-based paint disturbance or removal. Provide authorized visitors with suitable respirators in accordance with 29 CFR 1926.62. Visitors shall provide proof of training, medical surveillance, and fit testing prior to utilizing respirators provided by the Contractor.

F. Provide workers with sufficient sets of protective disposable clothing, consisting of full-body coveralls, head covers, gloves, and foot covers; of sizes to properly fit individual workers.

G. Provide authorized visitors with a set of suitable protective disposable clothing, headgear, eye protection, and footwear of sizes to properly fit visitors whenever they are required to enter the work area, to a maximum of six sets per day.

1.10 COORDINATION WITH OWNER'S ENGINEER

A. The Owner will provide a testing laboratory for periodic area air monitoring.

B. Owner has retained an Engineer to perform periodic visual observations during execution of the work. Allow Engineer and authorized visitors access to work areas during all phases of the work.

C. Contractor shall coordinate with, and notify Engineer a minimum of 48 hours prior to work on weekends or holidays to allow coordination of testing and monitoring services.

1.11 OWNER'S TESTING LABORATORY

A. The Owner will provide a testing laboratory for the collection and analysis of final clearance wipe samples within each work area.

B. The wipe samples from each work area will be transmitted to the laboratory via first available overnight courier service. The results of these samples will be available within 24 hours following receipt by the laboratory.

C. The contractor will be responsible for the costs of retesting for work areas which fail to meet the specified level of cleanliness.

1.12 CONTRACTOR'S TESTING LABORATORY FOR PERSONAL AIR SAMPLES

A. The Contractor shall provide an independent testing laboratory for the collection and analysis of personal air samples as required by 29 CFR 1926.62.

B. The personal air samples shall be hand delivered, or transmitted to the laboratory via first available overnight courier service. The results of these samples shall be posted at the job site within 24 hours following receipt by the laboratory and in no event later than the fifth day following collection.

C. The testing laboratory shall utilize field technicians who have completed the training required by 29 CFR 1926.62. The laboratory utilized for the analysis of samples shall be AIHA EL/PAT/EL/LAP accredited. Samples shall be collected and analyzed in accordance with ASTM Standards E1553-93 and ES33-94, and NIOSH Method 7082 for Flame Atomic Absorption or NIOSH Method 7300 for Inductively Coupled Plasma analysis.

D. The testing laboratory's field analyst/technician shall ensure all pumps are fully charged and ready to operate. The analyst/technician shall conduct daily pre and post-calibration of pumps, record all pertinent data, and also be responsible for placing and removing (i.e. start of shift, breaks, lunch, breaks, end of shift) all pumps on workers. At a minimum, the laboratory's personnel shall physically enter the work area(s) once each shift to inspect and verify the proper operation of the personal air monitoring equipment within
the first thirty (30) minutes of pump(s) operation. Such inspection times shall be recorded on the air monitoring data sheet(s).

E. As applicable, the testing laboratory’s field analyst/technician shall ensure that the personal monitoring is rotated among the Contractors workers ensuring that all workers are monitored each week.

F. The Contractor shall perform initial personal air monitoring on a minimum of twenty-five (25) percent of the work force (for each crew), up to five (5) workers per shift, and as required to provide an approved Negative Initial Determination. An approved Negative Initial Determination shall, at minimum, consist of full shift monitoring for at least two (2) shifts for each shift of work (i.e. day shift vrs. night shift). All operations which are most likely during the performance of the entire project to exceed the OSHA PELs shall be monitored for the 8-hour TWA. Under no circumstances shall less than two (2) workers be monitored. The monitoring shall also establish time weighted average (TWA) concentrations for each phase/operation of work (i.e. enclosure preparation, lead disturbance or removal, fine cleaning, etc.). The monitoring shall be performed in accordance with OSHA requirements and will be utilized to verify the acceptability of the Contractor’s proposed respiratory protection.

G. All phases of the project shall be initially monitored.

H. If the project consists of work crews in multiple work areas working simultaneously, twenty-five (25) percent of each crew (i.e. each floor), up to five (5) workers per shift, will be monitored.

I. The Contractor shall perform continual personal air monitoring, for the duration of the project, on a minimum of twenty-five (25) percent of the work force (for each work crew), up to five (5) workers per shift, to ensure that the lead concentrations initially established for each phase/operation of work remain representative. Under no circumstances shall the Contractor conduct continual air monitoring on less than two (2) workers.

J. The Contractor shall be responsible for ensuring that workers wearing personal pumps perform representative activities for each job classification and protect the cassettes in order to provide the required number of sample results during each shift, daily. Overloaded or voided sample results shall not be tolerated.

K. Samples must be collected during all times the Contractor is on-site performing work for the full duration of the work shift.

L. All personal air samples shall be collected at a flow rate of one to four liters per minute. If Contractor desires to collect samples at a flow rate other than that prescribed, he must obtain approval in writing from both the Engineer and Owner.

M. All parties to this Contract are hereby notified that ANY tampering with ANY personal testing equipment will be considered by the Owner as an attempt at falsifying reports and records to federal and state agencies and each offense will be prosecuted under applicable federal and state statutes/criminal codes to the fullest extent possible.

N. Written reports on personal air samples are to be posted at the job site within 24 hours of collection. The results shall be posted in two locations, at the entrance to the personnel decontamination unit (change room), and at the Contractor’s on-site office area. The Contractor shall maintain at the job site all copies of personal air monitoring data collected to date.

O. The Contractor shall ensure that personal air monitoring reports (data sheets) contain at minimum, but not limited to, the following information:

- Project name and number,
- Project phase or work area,
• Workers name and social security number,
• Start and finish times of sample(s),
• Sample duration (elapsed time),
• Pre and post-calibration flow rates,
• Calibration method,
• Average flow rate,
• Sample volume collected (total volume),
• Form of respiratory protection being utilized,
• Lead concentration.
• 8-Hour time weighted average (TWA),
• Analytical limit of detection,
• Date collected,
• Date analyzed,
• Analytical method,
• Analysis of a minimum of two (2) blanks,
• Pump serial number(s),
• Operation (work in progress),
• Sample(s) collected by (name of technician),
• Sample(s) analyzed by (name of Laboratory and analyst),
  • Time of entry into work area(s) relative to inspection of personal air monitoring equipment.

All of the above information must be in a legible format.

P. A complete record including laboratory analytical reports, certified by the testing laboratory, for all personal air monitoring shall be furnished to the Engineer and Owner by the Contractor with the post job technical submittals described in Section 01300.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide suitable materials for lead-based paint removal.

1. Impermeable containers - Shall be suitable to receive and retain lead-based paint or contaminated materials until disposal at an approved site and shall be labeled in accordance with U.S. DOT 49 CFR 171 and 172, and the EPA NESHAPS regulations. Containers shall be both air and water-tight. As a minimum, utilize one of the three following types of impermeable containers: 1) six mil plastic bags sized to fit within the drum 2) metal or fiber drums with tightly fitting lids 3) leak-tight wrapping with plastic sheeting.

2. Warning labels and signs - Shall be as required by OSHA regulation 29 CFR 1926.62 (and U.S. DOT 49CFR 171 - 180 for impermeable containers). Signs shall bear the following text:

    WARNING
    LEAD WORK AREA
    POISON
    NO SMOKING OR EATING

3. Other materials - Provide all other materials, such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the work area(s).

4. Chemical Stripping Agents - Shall be commercially available products intended for paint removal such as the Peel Away Series manufactured by Dumond Chemicals, or equivalent. Provide incidental products, such as neutralizers, as required by manufacturer's instructions and recommendations. Prior to use on the project, provide MSDS sheets for each chemical stripping agent, and related
compounds, with Hazard Communication program for review and approval by Engineer and Owner.

5. Plastic Sheeting - Polyethylene sheeting, minimum 6 mil thickness.

6. Duct Tape - glass fiber or other type capable of securing adjacent sheets of plastic and attachment of plastic sheeting to finished and unfinished surfaces of dissimilar materials under wet and dry conditions.

7. Cleaning Solution - mixture of at least one ounce of 5 percent TSP to each gallon of hot water, Leadizolv manufactured by HiCor Industries, Inc., Lead-Away manufactured by The lead-Away Company, or equivalent.

8. Sampling Cassette - 37mm diameter sampling cassettes with a 0.8 μm pore size mixed cellulose ester (MCE) membrane and cellulose back-up pad. Cassettes shall be factory loaded and manufactured by Millipore, or approved equivalent.

2.02 TOOLS AND EQUIPMENT

A. Provide suitable tools for lead-based paint removal.

1. Air Purifying Equipment - HEPA filtration systems. Verify that no air movement system or purification exhausts contaminated air from inside the work area into uncontaminated areas.

2. Scaffolding - Shall be as required to accomplish the specified work and shall meet all applicable safety regulations.

3. Transportation - As required for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property. Use only enclosed or covered trucks to haul waste containers to prevent loss or damage enroute to the landfill.

4. Vacuum Equipped Pneumatic Needle Scaler - A commercially available pneumatic needle scaler equivalent to Corner-Cutter equipped with Vac-Pac manufactured by Pentek, Inc., possessing a minimum of:

   a. A 2-stage filter consisting of reverse pulse filter and a HEPA filter efficient to 99.97% at 0.3 microns. Air purifying equipment shall be designed for, and mate tightly to, all external collection attachments. Field fabricated connections between air purifying equipment and collection equipment shall not be allowed for use during the work.

   b. Direct loading of waste material into 55-gallon or 21-gallon disposal drums.

   c. Shrouds sized to conform to coated surface contours.

5. Sampling Pumps - Provide personal sampling pumps capable of delivering a flow rate of 0.5 to 4.0 liters per minute, with flexible connecting tubing. Pumps shall be manufactured by Gilian, SKC, Buck, or approved equivalent.

PART 3 - EXECUTION

3.01 PREPARATION AND WORK AREA ENCLOSURE

A. Identify location and amount of all lead-based paint materials to be disturbed or removed present in areas. Prepare each area where leaded coatings will be disturbed or
removed in accordance with approved Written Compliance Program (see Section 01300, 1.05(A)(2)(a)).

B. Establish a regulated area where lead-based paint removal will be performed utilizing barrier tape or other means as necessary. Seal openings and penetrations to the building with 6 mil plastic sheeting secured with tape.

C. Coordinate sequence of work area preparation with Owner and other trades to properly segregate work areas from areas that must remain fully or partially operational or in which other work is being performed.

D. Construct worker decontamination units adjacent to the regulated area where lead-based paint removal will take place. Construct decontamination unit in compliance with OSHA guidelines concerning number, size, and placement of chambers. Shower in decontamination unit shall be open on two sides and open to contaminated and non-contaminated areas.

E. Plastic Sheeting Enclosures. Cover floor or ground below disturbance or stripping operations with a minimum of one layer of 6 mil plastic sheeting turning each layer up walls 16 inches and fastened to wall. Cover scaffolding or lifts utilized to access lead disturbance areas with one layer of 6 mil plastic sheeting secured with tape.

F. Maintain emergency and fire exits from the work areas, or establish alternative exits satisfactory to fire officials.

G. Maintain for the duration of the Project from the first activity requiring disturbance of lead-based paint materials, a sign in/out log in the immediate area of the work area. Log shall be utilized by every person and each time upon entering and leaving the work area(s). Submit copies of this log to Engineer in accordance with Part 1 of this section for permanent file upon completion of Project.

H. Trap and filter wastewater using filters having a pore size of not larger than one micron. Drain wastewater into a sanitary sewer. Replace contaminated filters when they become clogged but not less than every third day. Dispose of filters as hazardous waste.

3.02 DISTURBANCE OR REMOVAL OF LEAD-BASED PAINT

A. Properly remove and dispose of all lead-based paint materials indicated to be removed as described in the Contract Documents in accordance with the methods and procedures outlined in 40 CFR 263, 49 CFR 171-179, 55 CFR 14556-14789, 29 CFR 1926.62, or as more stringently specified herein;

1. Prepare Work Areas as previously specified.

2. Properly remove flaking or loose lead-based paint from window and wall components by use of approved scraping, wet sanding, chemical methods, pressure washing, or approved mechanical stripping techniques.

3. If chemical stripping agents are utilized, properly neutralize stripped surfaces in accordance with manufacturer’s written instructions.

4. After disturbance or removal of lead-based paint material, all surfaces shall be HEPA vacuumed and wet-cleaned with a cleaning solution to remove residual accumulated material. Continue vacuuming and wet-cleaning until surface is free of visible material.

3.03 WORK AREA DECONTAMINATION

A. After completion of the disturbance or removal activities, the Contractor shall;
1. Deposit all non-hazardous waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing in double plastic bags of at least 4 mil thickness, or single bags of minimum 6 mil thickness, and seal the bags;

2. Deposit all hazardous waste in 55-gallon drums, tanks, or other containers suitable for the type of waste generated;

3. Before washing as required in paragraph 3.03 A.(4), vacuum clean all surfaces in the work area with a HEPA filtered vacuum;

4. After vacuum cleaning as required in paragraph 3.03 A (3), wet wash all surfaces in the work area with a cleaning solution; and,

5. After washing as required in paragraph 3.03 A (4), vacuum clean all surfaces after they have dried, with a HEPA filtered vacuum until no visible residue remains.

6. Encapsulate affected surfaces in accordance with Section 13286.

B. Standard of Cleaning for Final Clearance:

1. Consider work areas and all other decontaminated and cleaned areas clean when;

   a. Visual Inspection - The Contractor shall perform a complete visual inspection of the entire Work Area including: all surfaces, ceilings, walls, floors, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; look for debris from any sources, residue on surfaces, dust, or other matter. If any debris, residue, dust, or other matter is found, repeat final cleaning and continue decontamination procedure from that point. When the Work Area is visually clean, and no debris, residue, dust, or other material is found, complete the certification found at the end of this Section. The visual inspection is not complete until confirmed in writing, on the statement by the Engineer.

   b. When a thorough visual inspection by the Contractor indicates that each interior abatement area is clean and ready for clearance sampling, wipe samples will be collected from representative floor, wall, sill, trough, and elevated horizontal surfaces (if present). Samples will be collected no sooner than one hour after the completion of cleaning. A minimum of one wipe sample will be collected from each surface type within the abatement area. Decontamination of each work area is complete when the lead concentration for each sample collected within the work area is below the following levels:

<table>
<thead>
<tr>
<th>Component</th>
<th>Clearance Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floors</td>
<td>40 ug/ft²</td>
</tr>
<tr>
<td>Sills or other Elevated Horizontal Surfaces</td>
<td>250 ug/ft²</td>
</tr>
</tbody>
</table>

Wipe testing will be performed in general accordance with the HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing, June 1995, and 40 CFR 745, Subpart D.

b. When a thorough visual inspection by the Contractor indicates that each exterior soil abatement area is clean and ready for clearance sampling, soil samples will be collected from representative surface soils. A minimum of one composite soil sample will be collected from each exterior the abatement area. Decontamination of each work area is complete when the lead concentration for each sample collected within the work area is below the following levels:

<table>
<thead>
<tr>
<th>Area</th>
<th>Clearance Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bare Soil in Children’s Play Areas</td>
<td>400 ppm</td>
</tr>
<tr>
<td>Other Areas</td>
<td>1,200 ppm</td>
</tr>
</tbody>
</table>
Soil testing will be performed in general accordance with the HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing, June 1995 and 40 CFR 745, Subpart D.

d. Substantial Completion of Abatement Work - Lead abatement work is substantially complete upon meeting the requirements of this Section including submission of:
   i. Receipts and manifests documenting proper disposal as required by Section 13287.
   ii. Punchlist detailing repairs to be made and incomplete items.

3.04 FIELD QUALITY CONTROL

A. A testing laboratory will be provided by the Owner at no cost to the Contractor, except as outlined in other sections of the Contract Documents, to periodically observe the removal process and perform area air monitoring.

B. Testing laboratory may conduct air monitoring prior to and throughout removal and cleaning operations.

C. The testing laboratory will perform air testing according to the method prescribed by Section 1926.62 of OSHA CFR Title 29 and analyzed in accordance with the procedures outlined by current NIOSH methods.

D. The testing laboratory will perform the Owner's testing and confirm the final visual inspection by the Contractor. Such testing and confirmation for the Owner does not relieve the Contractor of providing necessary tests required by other regulations, codes, and standards for the protection of his workers, or for any other purposes.

E. Air tests will be made both inside the work areas and outside the work areas and test results will be made available to the Contractor. The Contractor is cautioned, however, that should interpretations be made, opinions be formed, and conclusions be drawn as a result of examining the test results, those interpretations, opinions, and conclusions will be those made, formed, and drawn solely by the Contractor. The Contractor will be responsible for performing air tests required for his evaluation of the safety of his employees. See Part 1.12 of this Section.

F. A preliminary visual observation will be performed in the work area by the Engineer following notification by the Contractor that said areas have been properly cleaned. Areas will be observed for the presence of visible dust, dirt, and debris.

G. Wipe tests shall be performed in each work area after final clean-up. Wipe tests shall be conducted in accordance with Appendix 13.1 of the HUD Guidelines and ASTM Standard ES30-94. Wipe tests will be performed as follows:

   1. Where feasible, a 1 foot by 1 foot (144 square inch) aluminum or plastic template shall be utilized to measure the wipe area. For irregularly shaped surfaces, a maximum 144 square inch (minimum 16 square inches) area shall be marked with masking tape. Tape shall remain in place until successful clearance of the surface is achieved.

   2. Wipe testing shall be performed utilizing premoistened, commercially available, disposable wipes which do not contain alcohol or aloe, if available, and which have documented recovery rates of at least 80 percent. The field technician shall wear non powdered disposable gloves during the test session.

   3. The field technician shall wear non powdered disposable gloves and foot covers during the test session. Gloves shall be changed following each test session.
to avoid cross contamination. Foot covers shall be changed after testing in each work area.

4. Each wipe, or composite, shall be placed in individually sealed and labeled, rigid, containers which can be rinsed at the laboratory. Plastic bags shall not be used for sample shipment.

5. Prior to shipment, a Chain of Custody shall be completed with all required information.

6. The analytical laboratory for analysis of wipe samples shall be accredited under the ELPAT/NLLAP program for lead wipe samples.

H. After final clean-up of an area is completed, the work area shall satisfactorily pass the final visual inspection criteria specified in 13285-3.03.

I. A final visual observation will be performed by the Engineer and Owner (or his representative) after final clean-up to inspect visible dust, dirt, debris, and areas of damage.

J. Contractor shall perform additional cleaning of area if, in the opinion of the Owner based upon the final visual observation, previous clean-up operations were determined to be inadequate. All costs for re-cleaning required due to failure to meet the specified level of cleanliness shall be borne by the Contractor.

END OF SECTION
SECTION 13286

ENCAPSULATION OF LEAD-BASED PAINT ABATEMENT SURFACES

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This section consists of supplying all labor, materials, equipment and incidentals necessary for the encapsulation of lead-based paint abatement surfaces.

B. This scope of encapsulation for this project includes the interior and exterior of existing window frames, sills, troughs, and adjacent wall surfaces following lead-based paint specified elsewhere.

C. Related Work

1. Section 01010 - Summary of Work.
2. Section 01040 - Coordination.
3. Section 01200 – Project Administration.
4. Section 01300 - Submittals.
5. Section 01411 - Testing Laboratory Services.
6. Section 13285 – Lead-Based Paint Abatement.
7. Section 13287 - Disposal of Lead Containing Waste

1.02 QUALITY CRITERIA

A. Contractor (or subcontractor engaged to perform the application of lead-based paint encapsulants) shall:

1. Have a record of not less than two years successful experience in lead-based paint removal and related work similar in scope and magnitude to this project. Submit a list of completed projects for verification.

2. Utilize workers who are trained and experienced in the applications of coatings similar to those specified for use on this project.

B. Lead-Based Paint Encapsulants shall:

1. Be commercially available, high solids content coatings suitable for use on existing substrates and conditions and intended for encapsulation of lead-based paint.

2. Be compatible with finish coatings to be applied by other trades.


4. Provide a minimum 15 year manufacturer’s guarantee against encapsulation failure.

5. Be non-toxic and comply with applicable VOC/VOS regulations.

C. Provide primers, encapsulants, and other related materials from a single manufacturer for each application or substrate.
D. Coordinate with Owner to determine the nature, type, and brand of finish coatings to be applied by other trades. Review product documentation for proposed finish coatings to ensure compatibility of complete system for each substrate. Immediately notify Engineer and Owner of problems anticipated with materials specified.

1.03 FIELD PATCH TESTS

A. Contractor shall prepare field patch test areas for each application, component, or substrate as follows:

1. Prepare a minimum of one field patch test location for each application or component, such as sill, frame, sash, or wall. Prepare separate patches for each substrate such as wood, metal, or concrete. Prepare separate patches for interior and exterior locations.

2. Conduct surface preparation in accordance with Section 13285 at each field patch test location.

3. Apply encapsulant to a minimum six inch by six inch (36 square inch) area to recommended thicknesses and allow to dry in accordance with manufacturer’s printed instructions.

B. Owner and Engineer shall review field patch test areas for each application, component, or substrate to determine acceptability. Review may include field measurements of adhesive strength and thickness. Do not proceed with application of encapsulant until field test patches have been reviewed and accepted by Owner and Engineer.

1.04 SUBMITTALS

A. Submit product data documenting compliance with the requirements of these specifications.

B. As a minimum provide documentation of the following:


2. 15 year manufacturer’s guarantee against encapsulation failure.


4. Manufacturer’s recommended wet and dry film thickness.

5. Manufacturer’s recommended adhesive strength.

1.05 PRODUCT HANDLING

A. Deliver all materials as described in Part 2 in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.

B. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

C. Store all materials not in use in tightly covered containers in a well ventilated area at a minimum ambient temperatures of 45 ºF.

D. Remove from the premises all damaged or deteriorating materials. Dispose of materials that become contaminated with lead-based paint in accordance with applicable regulatory standards.
1.06 WORKSITE CONDITIONS

A. Apply water based coatings only when temperatures of surfaces to be coated and surrounding air temperatures are between 50 °F and 90 °F.

B. Apply solvent thinned coatings only when temperatures of surfaces to be coated and surrounding air temperatures are between 45 °F and 95 °F.

C. Do not apply coatings in snow, rain, fog, or mist, when the relative humidity exceeds 85 percent, at temperatures less than 5 °F above the dew point, or to damp or wet surfaces.

D. Contractor shall be responsible for field verification that surfaces have moisture concentrations and pH levels within the manufacturer’s recommended levels.

PART 2 - PRODUCTS

2.01 MATERIALS

A. These specifications refer to products by name in order to establish a material type and quality. Products manufactured by responsible firms having an established reputation in coating manufacture, which are classed as such firm’s top quality product will be acceptable.

B. Acceptable encapsulants:

1. Lead Seal manufactured by International Protective Coatings Corp.

2. L-B-C manufactured by Fiberlock Technologies, Inc.


5. INSL-CAP manufactured by INSL-X.

C. Provide primers, deglossers, or other related materials necessary for proper application of the coating system.

PART 3 - EXECUTION

3.01 GENERAL

Surface preparation and application of all coatings shall fully comply with the manufacturer’s written instructions for each type of coating and surface.

3.02 EXMINATION

A. Examine substrate conditions under which coatings will be applied for compliance with manufacturer’s requirements. Do not begin application until unsatisfactory conditions have been corrected.

B. Application of coatings shall be construed as the Applicator’s acceptance of surfaces and conditions within a particular area.

3.03 PREPARATION OF SURFACES

A. All surfaces to which encapsulant is to be applied shall be dry and shall be perfectly clean.

B. Wood: Clean surfaces of dirt, oil, or foreign substances.

C. Concrete: Remove all chalk, dirt, dust, oil, grease stains and efflorescence.
D. Ferrous Metals: Remove all dirt, dust, oil, grease stains and efflorescence. Touch-up bare areas and shop-applied prime coats that have been damaged. Match existing primer.

E. Carefully mix and prepare coatings in accordance with manufacturer's printed instructions. Maintain mixing containers in a clean condition, free from foreign materials and residue. Stir coatings prior to application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into coatings. Remove film and, if necessary, strain coating before using.

F. Before application of coatings, remove existing hardware, accessories, plates, lighting fixtures and similar items or provide ample protection of such items. On completion, replace above items. Protect adjacent surfaces as required or directed.

3.4 APPLICATION OF ENCAPSULANT

A. All coats of encapsulant shall be perfectly dry before succeeding coats are applied. The encapsulant manufacturer's instructions will determine drying time for each coat.

B. Finish work will be uniform and of the approved color. It shall completely cover, be smooth and free from runs, sags, clogging or excessive flooding. Edges of coating adjoining other materials or colors shall be sharp and clear without overlapping.

C. Schedule first coat as soon as practical following cleaning, pre-treating, and preparation and before subsequent surface deterioration.

D. Apply coatings at not less than manufacturer's recommended application rate. Provide final dry thickness in accordance with manufacturer's recommendations for each application.

3.05 CLEAN-UP

A. At the end of each work day, remove rubbish, empty containers, rags, and other discarded items at the site.

B. Upon completion of the work, clean glass and spattered surfaces. Remove spattered coatings by washings, scraping, or other proper methods using care not to scratch or damage adjacent surfaces or substrates.

3.06 QUALITY ASSURANCE

Owner's Representative shall determine the suitability of all encapsulated surfaces.

END OF SECTION 13286
SECTION 13287

DISPOSAL OF LEAD CONTAINING WASTE MATERIAL

PART 1 - GENERAL

1.01 DESCRIPTION

A. This Section describes the disposal of Lead Containing Waste Materials. Disposal includes packaging of lead containing waste materials. Disposal may be accomplished either by proper landfilling, recycling, or incineration.

B. Related Work

1. Section 01010 - Summary of Work.
2. Section 01040 - Coordination.
3. Section 01200 – Project Administration.
4. Section 01300 - Submittals.
5. Section 01411 - Testing Laboratory Services.
6. Section 13285 - Lead-Based Paint Abatement
7. Section 13286 - Encapsulation of Lead Based Paint Abatement Surfaces

C. Work Not Included

1. Waste Characterization Testing (TCLP) will be provided by the Owner.

1.02 STORAGE

A. No storage of lead containing waste shall be permitted outside of the Work Area unless strict chain-of custody is maintained including, but not limited to, the following:

1. Accumulated number of waste containers removed from the Work Area to the storage container/site,
2. Address of off-site storage,

3. Names of persons/Company responsible for transportation and storage of bagged waste (if stored off-site), and
4. Owner's Representative written approval of off-site storage of waste.

1.03 SUBMITTALS

A. Before Start of Work: Submit the following to the Engineer for review. Do not start Work until these submittals are returned with Engineer's action stamp indicating that the submittal is returned for unrestricted use.

1. Name and address of landfill where lead-containing waste materials are to be buried. Include contact person and telephone number, or
2. Name and address of processor where lead-containing waste materials are to be processed into non-lead waste. Include contact person and telephone number.
3. Chain-of-Custody form and form of waste manifest proposed.

4. Sample of disposal bag and any additional labels to be used.

B. Within one week of each disposal operation, submit copies of all Waste Shipment Records and disposal site receipts to the Engineer.

C. The Contractor shall maintain a current manifest of waste removed from the Work Area and placed in the storage container.

PART 2 - PRODUCTS

A. Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags.

B. Drums: Provide 55 gallon plastic or steel drums with tight fitting lids.

PART 3 - EXECUTION

3.01 WORKER PROTECTION

A. Appropriate personal protective equipment shall be worn whenever a worker is handling lead waste containers. At a minimum the following shall be worn while placing waste into disposal containers:

1. Negative-pressure, half-face, air purifying respirators with high efficiency filters, and

2. Disposable full body coveralls.

B. The use of respirators and disposable coveralls is not required during the transport of containerized waste within the building provided the waste is transported in a hard sided cart and covered with plastic sheeting from the time it leaves the Work Area out until it is loaded into the Contractor’s prepared dumpster, enclosed truck, or enclosed trailer.

3.02 GENERAL:

A. Load all lead containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one of the following

1. Two 6 mil thick disposal bags, or

2. Two 6 mil thick disposal bags and a fiberboard drum, or

3. Sealed drum with no bag.

B. Protect interior of truck or dumpster with six mil plastic sheeting secured with tape.

C. Do not store containerized waste material adjacent to the Work Area. Take bags from the Work Area directly to a sealed truck or storage container.

D. No material, other than properly containerized lead waste, shall be placed in the waste storage container.

E. The Contractor shall affix and maintain appropriate warning signs on all sides of the lead waste storage container.

F. Transport containerized lead waste from the Work site to the transportation vehicle or storage container in a covered cart or vehicle after normal work hours or when the building
is least occupied. Workers transporting waste shall carry with them the appropriate supplies to respond to a spill or leak during transport within the building. Such materials shall include, as a minimum, the following: disposable coveralls, respirators, amended water, disposable towels, disposal bags, and tape.

G. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport.

H. All waste storage containers, including transportation vehicles, shall remain secure or guarded at all times while containing lead waste.

I. Exercise care during storage and transport, to insure that no unauthorized persons have access to the material.

3.03 DISPOSAL OF CONTAMINATED WASTE

A. Disposal of lead-based paint abatement waste and debris as hazardous materials, if the waste exhibits the characteristic of ignitability, corrosivity, reactivity, or toxicity as defined in 40 CFR Sections 261.20 to 261.24, shall be provided by Contractor. Remove labeled containers of hazardous waste and transport to disposal facility (TSD) as follows:


2. Use only enclosed or covered trucks or dumpsters to haul impermeable containers to prevent loss or damage to containers enroute to disposal facility.

3. Ensure that there are no volatile or visible emissions to the outside air from site where materials and waste are deposited as a result of materials from this project.

4. Submit hazardous waste manifest to the Engineer after completion of the Work in accordance with Part 1 of this section.

5. Final Completion shall not be satisfied until receipt of hazardous waste manifest by Engineer after completion of transportation of hazardous waste.

B. Solid waste which has been evaluated and determined not to be hazardous can be disposed of in a state-approved landfill which accepts construction debris as follows:

1. Use only enclosed or covered trucks or dumpsters to haul impermeable containers to prevent loss or damage to containers enroute to landfill.

2. Ensure that there are no volatile or visible emissions to the outside air from site where materials and waste are deposited as a result of materials from this project.

END OF SECTION - 13287
PART 1 – GENERAL

1.01 WORK LOCATION
A. The work of this section will occur in various facilities as described in the Work Order.

1.02 WORK INCLUDED
A. Contractor shall perform selective demolition, cleaning, or sanitizing of water-damaged ceiling tiles, OSB, wallboard, wood framing, or other building components and surfaces with suspect microbial growth. Engineer shall be onsite to confirm the location and extent of removal or cleaning required.

B. To the extent feasible, Contractor shall perform selective demolition/microbial remediation activities within a regulated area. Contractor shall utilize work practices, engineering controls, and work preparation techniques that protect building occupants from the work activities and prevent the migration or spread of contamination beyond the work area.

C. For all surfaces that are cleaned in lieu of removal, Contractor shall apply sanitizer and an anti-microbial coating to areas of suspect microbial growth and staining in accordance with manufacturer’s recommended procedures.

D. Contractor shall properly containerize and dispose of all demolition debris as ordinary construction waste.

1.03 WORK NOT INCLUDED
A. Moisture level, air and surface testing for microbial contamination will be performed by the Engineer.

1.04 QUALIFICATIONS FOR PERFORMANCE OF WORK
A. Contractor engaged to perform the work of this section shall:
   1. Be a licensed Mold Remediation Contractor under Chapter 468 of the Florida Statutes.
   2. Use workers who have received training as required under the OSHA Hazard Communication Standard (29 CFR 1926.59) regarding the hazards associated with the work of this section.
   3. Contractor shall provide Respiratory Protection as deemed necessary based anticipated exposures to toxic or hazardous substances. If tight fitting, negative pressure respirators are used, Contractor shall have a written Respiratory Protection Program that meets the requirements of OSHA 29 CFR 1910.132.
   4. Provide workers with sufficient sets of personal protective equipment including disposable clothing, consisting of full-body coveralls, eye protection, head covers, gloves, and foot covers; of sizes to properly fit individual workers.

1.05 PRE-JOB DOCUMENTATION
A. If tight fitting, negative pressure respirators will be used on the project, provide Respiratory Protection program documentation, including fit tests, for workers.
B. Submit manufacturer's product documentation, including MSDS, for fungicide / anti-microbial sanitizing compound or coatings.

1.06 SUBMITTALS FOLLOWING COMPLETION OF THE WORK

A. Contractor to provide waste manifests of all demolition waste disposal.

PART 2 – PRODUCTS

2.01 MATERIALS

A. These specifications refer to products by name in order to establish a material type and quality. Products manufactured by responsible firms having an established reputation in sanitizing compound or coating manufacture, which are classed as such firm's top quality product will be acceptable and must be registered with EPA under the FIFRA regulations (40 CFR 152).

B. Acceptable sanitizing compounds:
   1. 10% Hypochlorite (bleach and water) Solution
   2. Oxine (AD) manufactured by Bio-Cide International, Inc.
   3. EnviroCon manufactured by Bio-Cide International, Inc.
   4. BBJ MicroBiocide manufactured by BBJ Environmental Solutions, Inc.
   5. 40-80 manufactured by Foster Products Corporation.
   6. CHEMSAFE 1200 distributed by ARAMSCO, Inc.

C. Acceptable coatings:
   1. Portersept manufactured by Porter Paints, Inc.
   2. 40-20 manufactured by Foster Products Corporation.
   3. Commercially available, exterior grade acrylic latex paint with M-1 Mildewcide Additive manufactured by JOMAPS, Inc. (mixed in accordance with manufacturer's instructions).
   4. IAQ 7000 manufactured by Fiberlock Technologies, Inc.
   5. CHEMSAFE 1100 distributed by ARAMSCO, Inc.

D. Alternative, equivalent products may be used by the Contractor provided a request for substitution is submitted prior to the start of work which includes, as a minimum, written documentation from the manufacturer, including MSDS and product data sheets, indicating compliance with these specifications and EPA registration. Do not use substitute products until receipt of written acceptance by Engineer.

PART 3 – EXECUTION

3.01 PERSONAL PROTECTIVE EQUIPMENT (PPE)

A. Contractor shall use professional judgment to determine prudent levels of Personal Protective Equipment and containment for each situation, particularly as the remediation site size increases and the potential for exposure and health effects rises. Assess the need for increased Personal Protective Equipment, if, during the remediation, more extensive contamination is encountered than was expected.

B. These specifications address damage caused by clean water. If the Contractor knows or suspects that the water source is contaminated with sewage, or chemical or biological
pollutants, then the Occupational Safety and Health Administration (OSHA) requires PPE and containment. PPE requirements are summarized below:

1. **Exterior (without enclosure):** Gloves, goggles/eye protection
2. **Minimum (Interior or Exterior with Enclosure):** Gloves, N-95 respirator, and goggles/eye protection
3. **Limited (Interior or Exterior with Enclosure):** Gloves, N-95 respirator or half-face respirator with HEPA filter, disposable overalls, goggles/eye protection
4. **Full (Interior or Exterior with Enclosure):** Gloves, disposable full body clothing, head gear, foot coverings, full-face respirator with HEPA filter

### 3.02 PREPARATION OF WORK AREA (EXTERIOR WITHOUT ENCLOSURE)

A. Contractor shall prepare work area to contain all demolition debris and protect adjacent building surfaces not impacted by the work.

B. Contractor shall carefully inspect the interior area immediately adjacent to exterior selective demolition and cleaning operations for openings into the wall cavity (such as electrical boxes) that may be exposed during the work. Seal openings with plastic sheeting and tape to prevent the ingress of microbial contamination during the work. Periodically inspect seals to ensure that such areas remain effectively sealed for the duration of the work.

C. The following is a summary of the containment requirements:

1. **Exterior:** Use polyethylene sheeting as a drop cloth below affected area. Install plastic sheeting on adjacent exposed areas not scheduled to receive sanitizing treatment or coating to protect from excessive moisture or damage, as necessary.

### 3.03 PREPARATION OF WORK AREA (INTERIOR OR EXTERIOR WITH ENCLOSURE)

A. Contractor shall prepare work area to contain all demolition debris and protect adjacent building surfaces not impacted by the work.

B. Contractor shall coordinate with Owner to have HVAC system within the affected area turned off during selective demolition and cleaning operations.

C. The following is a summary of the containment requirements:

1. **Limited:** Use polyethylene sheeting ceiling to floor around affected area with a slit entry and covering flap; local area ventilation using a HEPA filtered fan unit which draws air away from the selective demolition or cleaning operation. Fan unit may be exhausted within unit or to the outdoors. Seal supply and return air vents within containment area.

2. **Full:** Use two layers of fire-retardant polyethylene sheeting with one airlock chamber. Maintain area under negative pressure with HEPA filtered fan exhausted outside of building. Maintain a minimum continuous negative pressure of –0.02 inches of water column for the duration of the work. Seal supply and return air vents within containment area.

### 3.04 CLEANUP METHODS

A. The following is a summary of the cleanup methods that may be employed on this project. Cleanup methods may be used alone or in combination:

1. **Method 1:** Wet vacuum. Hot water extraction cleaning may be an alternative for carpets and upholstered furniture. Allow all surfaces and materials to dry. Use dehumidifying equipment as necessary to expedite the drying process.
2. **Method 2**: Damp-wipe surfaces with plain water or with water and sanitizing solution, scrub as needed.

3. **Method 3**: High-efficiency particulate air (HEPA) vacuum after the material has been thoroughly dried. Dispose of the contents of the HEPA vacuum in properly sealed plastic bags.

4. **Method 4**: Discard and remove water-damaged materials and seal in plastic bags while inside of containment, if present. Dispose of as ordinary construction waste. HEPA vacuum area after it is dried.

3.05 **APPLICATION OF ANTI-MICROBIAL COATING**

A. Contractor shall apply coating in accordance with manufacturer’s written instructions. Surfaces to receive coating shall be sanitized, clean, dry, and free of dust, debris, grease, wax, or other deleterious matter. Surface preparation shall be in accordance with manufacturer’s written instruction to ensure proper adhesion of the coating. Coating shall only be applied with proper environmental control including temperature and humidity.

B. Coating shall be applied to recommended wet and dry thickness and extend a minimum of 6 inches beyond area of staining, in each direction, at each location.

3.06 **DEHUMIDIFICATION AND DRYING**

A. Contractor shall properly dry surfaces and materials to their equilibrium moisture content (EMC) to the extent feasible. If necessary, Contractor shall provide dehumidification equipment to expedite the drying process.

B. Engineer shall test representative building materials including OSB, wood framing, and wallboard to evaluate the relative moisture level. Testing shall be performed using a Protimeter non-destructive moisture probe, or equivalent. Where EMC data is not available, Engineer shall obtain background measurements from similar materials at the site, which were not impacted by the moisture intrusion, selective demolition, and microbial remediation activities. Building materials will be considered to have been dried, when moisture levels are equal to, or less than the EMC, or site and material specific background level.

3.07 **MINIMUM REQUIRED WORK PROCEDURES**

A. The following table summarizes the minimum required work procedures to be employed on this project:

<table>
<thead>
<tr>
<th>Material or Furnishing Affected</th>
<th>Cleanup Methods†</th>
<th>Personal Protective Equipment</th>
<th>Containment</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMALL - Total Surface Area Affected Less Than 10 square feet (ft²)</td>
<td>3</td>
<td>Minimum N-95 respirator, gloves, and goggles</td>
<td>None required</td>
</tr>
<tr>
<td>Books and papers</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpet and backing</td>
<td>1,3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete or cinder block</td>
<td>1,3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hard surface, porous flooring (linoleum, ceramic tile, vinyl)</td>
<td>1,2,3</td>
<td>Minimum N-95 respirator, gloves, and goggles</td>
<td>None required</td>
</tr>
<tr>
<td>Non-porous, hard surfaces (plastics, metals)</td>
<td>1,2,3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upholstered furniture &amp; drapes</td>
<td>1,3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Table 1: Guidelines for Remediating Building Materials with Mold Growth Caused by Clean Water*

<table>
<thead>
<tr>
<th>Material or Furnishing Affected</th>
<th>Cleanup Methods†</th>
<th>Personal Protective Equipment</th>
<th>Containment</th>
</tr>
</thead>
<tbody>
<tr>
<td>LARGE - Total Surface Area Affected Greater Than 100 (ft²) or Potential for Increased Occupant or Remediator Exposure During Remediation Estimated to be Significant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Books and papers</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpet and backing</td>
<td>1,3,4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete or cinder block</td>
<td>1,3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hard surface, porous flooring (linoleum, ceramic tile, vinyl)</td>
<td>1,2,3</td>
<td>Limited or Full Use professional judgment, consider potential for remediator exposure and size of contaminated area</td>
<td></td>
</tr>
<tr>
<td>Non-porous, hard surfaces (plastics, metals)</td>
<td>1,2,3</td>
<td>Limited Use professional judgment, consider potential for remediator/occupant exposure and size of contaminated area</td>
<td></td>
</tr>
<tr>
<td>Upholstered furniture &amp; drapes</td>
<td>1,3,4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wallboard (drywall and gypsum board)</td>
<td>3,4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wood surfaces</td>
<td>1,2,3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3.08 DISPOSAL OF WASTE

A. Contractor shall properly containerize and dispose of all waste and debris generated by the work as ordinary construction waste.

3.09 FIELD QUALITY CONTROL

A. The Engineer will perform a visual observation after final clean up to assess the completeness of the work. Visual observations shall be performed in general accordance

B. Selective demolition or cleaning shall be deemed complete when each area has been removed, or thoroughly cleaned with sanitizing compound to remove any surface contamination and staining, and the application of an anti-microbial coating. Discoloration from moisture, or cleaning activities will be acceptable so long as visible evidence of microbial contamination has been removed.

C. After representative areas have been exposed and prior to the start of microbial remediation, the Engineer may collect surface tape lift samples of areas with visible suspect microbial contamination to establish baseline levels. These levels will be used to evaluate the completeness of remediation activities after removal, sanitization, and coating.

D. After selective demolition, removal, sanitization, coating, and prior to restoration of the finishes, representative surface tape lift samples may be obtained from each work area. One sample will be obtained for each 144 square feet of exposed wall cavity. Samples shall be obtained using clear tape and laboratory slides with analysis by optical microscopy by an AIHA accredited laboratory. The standard for completeness of the work shall be total spore counts per unit area at least 1/10 of the pre-work levels.

E. After selective demolition, removal, sanitization, coating, and restoration of the exterior wall system, air samples may be obtained from each interior work area. Samples shall be obtained using Air-O-Cell spore trap cassettes with analysis by optical microscopy by an AIHA accredited laboratory. An outdoor sample shall be obtained during each interior sampling session. The standard for completeness of the work shall be total spore counts, in spores per cubic meter of air, numerically less than outdoor levels, and no significant amplification noted in individual genus categories noted for high water activities.

F. Contractor, at his cost, shall perform additional removal, cleaning, sanitizing, or coating in areas that do not meet the specified level of cleanliness.

END OF SECTION 13289
SECTION 15010

MECHANICAL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included

1. Remove and properly decontaminate any grilles, ductwork or other mechanical items, subject to Owner approval, necessary to expedite removal of existing asbestos-containing materials as indicated in the Contract Documents.

2. Contractor and Engineer are to coordinate to establish removal sequence or procedures that result in Owner's inaccessibility to mechanical equipment for a minimum period of time.

3. Disconnect and cap all ductwork or other mechanical items which extend from occupied portions of the building into the work areas.

4. Perform other incidental mechanical work not specified herein but necessary for the successful execution of the Work as set forth in the Contract Documents.

B. Related Work

2. Section 13280 - Hazardous Material Abatement.
3. Section 16010 - Electrical.

PART 2 - PRODUCTS

2.01 MATERIALS

Not used.

PART 3 - EXECUTION

3.01 GENERAL

A. Remove and decontaminate diffusers, fans, grilles and other mechanical items as necessary.

B. Disconnect and cap mechanical items as described above. Contractor shall schedule all mechanical work with Owner and Engineer.

END OF SECTION
SECTION 16010
ELECTRICAL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included
   1. Removal of electrical systems, subject to Owner approval, necessary to perform the Work outlined in the Contract Documents.

B. Related Work
   1. Section 01010 - Summary of Work
   2. Section 13280 - Hazardous Material Abatement

PART 2 - PRODUCTS

Not Used

2.02 TIMELY PLACING OF MATERIALS AND EQUIPMENT

A. Coordinate work operations with other trades as necessary.

B. Contractor shall coordinate with Owner to ensure that power supply for abatement related equipment shall be met in a timely manner so that project will not be adversely affected.

PART 3 - EXECUTION

3.01 GENERAL

A. Disconnect all electrical power to respective work areas as necessary while asbestos removal is in progress if requested by Owner.

B. Provide temporary electrical power hookups equipped with proper ground fault devices to respective work areas while asbestos removal is in progress contingent upon 3.01.A.

C. Remove, decontaminate and dispose all light fixtures, stems and other electrical items in the work areas subject to Owners approval.

D. Contractor shall provide one dedicated circuit breaker with a rated capacity of 20 amps for each diminished air pressure device in operation in the work area.

END OF SECTION
1. All decontamination units shall comply with the applicable OSHA regulations and guidance documents issued by the EPA.

2. Contractor shall submit location and configuration of all decontamination units to consultant for review prior to the start of work for each job.

3. Provide a personnel decontamination unit consisting of a serial arrangement of connected rooms or spaces, changing room, shower room, equipment room.

4. Construct walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.

5. Use 2 layers (minimum) of 6 mil. polyethylene sheeting to cover floors in the equipment, shower (underneath shower pan), and changing rooms.

6. Provide leak tight shower enclosure with integrated drain pan fabricated from fiber glass or other durable water-proof material, approximately 3' x 3' square with a minimum 6" high sides and back. Structurally support as necessary for stability. Connect drain to a reservoir, pump water from reservoir through filters to a drain or store and use for amended water.

7. Provide cascaded filter units on drain lines from showers or any other water source carrying asbestos contaminated water from the work area.

8. Construct shower room by providing a shower pan and 2 shower walls in a configuration that will cause water running down walls to drip into pan.

9. Alternate methods of providing decontamination facilities may be submitted to the consultant for review.

THREE STAGE SOFTWALL DECONTAMINATION UNIT DETAIL
1. ALL DECONTAMINATION UNITS SHALL COMPLY WITH THE
   APPLICABLE OSHA REGULATIONS AND GUIDANCE
   DOCUMENTS ISSUED BY THE EPA.

2. CONTRACTOR SHALL SUBMIT LOCATION AND CONFIGURATION
   OF ALL DECONTAMINATION UNITS TO CONSULTANT FOR REVIEW
   PRIOR TO THE START OF WORK FOR EACH JOB.

3. PROVIDE A PERSONNEL DECONTAMINATION UNIT CONSISTING OF
   A SERIAL ARRANGEMENT OF CONNECTED ROOMS OR SPACES,
   CHANGING ROOM, SHOWER ROOM, EQUIPMENT ROOM.

4. CONSTRUCT WALLS AND CEILING USING POLYETHYLENE SHEETING,
   AT LEAST 6 MIL IN THICKNESS. ATTACH TO EXISTING BUILDING
   COMPONENTS OR A TEMPORARY FRAMEWORK. COVER SURFACE OF
   DECONTAMINATION UNIT WITH 1/4" MINIMUM O.S.B., DRYWALL, OR
   PLYWOOD, AS APPROPRIATE.

5. USE 2 LAYERS (MINIMUM) OF 6 MIL POLYETHYLENE SHEETING TO
   COVER FLOORS IN THE EQUIPMENT, SHOWER (UNDERNEATH SHOWER
   PAN), AND CHANGING ROOMS.

6. PROVIDE LEAK TIGHT SHOWER ENCLOSURE WITH INTEGRATED DRAIN
   PAN FABRICATED FROM FIBER GLASS OR OTHER DURABLE WATER-
   PROOF MATERIAL, APPROXIMATELY 3' X 3' SQUARE WITH A MIN-
   IMUM 6' HIGH SIDES AND BACK. STRUCTURALLY SUPPORT AS
   NECESSARY FOR STABILITY. CONNECT DRAIN TO A RESERVOIR.
   PUMP WATER FROM RESERVOIR THROUGH FILTERS TO A DRAIN
   OR STORE AND USE FOR AMENDED WATER.

7. PROVIDE CASCaded FILTER UNITS ON DRAIN LINES FROM SHOWERS
   OR ANY OTHER WATER SOURCE CARRYING ASPEROS CONTAMINATED
   WATER FROM THE WORK AREA.

8. CONSTRUCT SHOWER ROOM BY PROVIDING A SHOWER PAN AND 2 SHOWER
   WALLS IN A CONFIGURATION THAT WILL CAUSE WATER RUNNING DOWN
   WALLS TO Drip INTO PAN.

9. DECONTAMINATION UNIT SHALL HAVE A SIDE HINGED DOOR CONSTRUCTED
   OF O.S.B. OR PLYWOOD, WHICH OPENS IN THE DIRECTION OF TRAVEL IN
   EXITING THE WORK AREA. PROVIDE A MECHANICALLY FASTENED HASP AND
   PADLOCK TO SECURE ACCESS DURING NON—WORKING HOURS. PROVIDE
   KEYS TO CONSULTANT AND OWNER'S REPRESENTATIVE.

10. ALTERNATE METHODS OF PROVIDING DECONTAMINATION FACILITIES MAY
    BE SUBMITTED TO THE CONSULTANT FOR REVIEW.

THREE STAGE HARDWALL DECONTAMINATION UNIT DETAIL
TEMPORARY PARTITION – SOFTWALL BARRIER DETAIL

2" X 4" SUPPORT FRAMEWORK, VERTICAL SUPPORTS ON A MAX. OF 24" O.C.

8' MIN.

POLYETHYLENE SHEETING
MIN. 6 MIL. THICK

MECHANICAL SUPPORT

WORK AREA

TEMPORARY PARTITION – SOFTWALL BARRIER DETAIL

NOTE:

ALL PARTITIONS SHALL BE REMOVED AT THE CONCLUSION OF THE WORK AND ALL SURFACES SHALL BE RESTORED TO ORIGINAL CONDITION. ALL LOCATION AND CONFIGURATIONS OF TEMPORARY PARTITIONS SHALL BE REVIEWED BY CONSULTANT AND APPROVED BY THE OWNER PRIOR TO INSTALLATION.
TEMPORARY PARTITION – HARDWALL BARRIER DETAIL

2" X 4" SUPPORT FRAMEWORK, VERTICAL SUPPORTS ON A MAX. OF 24" O.C.

8' MIN.

TEMPORARY PARTITION – HARDWALL BARRIER DETAIL

1/4" MIN. O.S.B., DRYWALL, OR PLYWOOD AS APPROPRIATE

POLYETHYLENE SHEETING MIN. 6 MIL. THICK

MECHANICAL SUPPORT

WORK AREA

NOTE:
ALL PARTITIONS SHALL BE REMOVED AT THE CONCLUSION OF THE WORK AND ALL SURFACES SHALL BE RESTORED TO ORIGINAL CONDITION. ALL LOCATION AND CONFIGURATIONS OF TEMPORARY PARTITIONS SHALL BE REVIEWED BY CONSULTANT AND APPROVED BY THE OWNER PRIOR TO INSTALLATION.
1. ALL DECONTAMINATION UNITS SHALL COMPLY WITH THE APPLICABLE OSHA REGULATIONS AND GUIDANCE DOCUMENTS ISSUED BY THE EPA.

2. CONTRACTOR SHALL SUBMIT LOCATION AND CONFIGURATION OF ALL DECONTAMINATION UNITS TO CONSULTANT FOR REVIEW PRIOR TO THE START OF WORK FOR EACH JOB.

3. PROVIDE A PERSONNEL DECONTAMINATION UNIT CONSISTING OF A SINGLE ROOM OR SPACE.

4. CONSTRUCT FLOOR, WALLS AND CEILING OF EQUIPMENT ROOM USING POLYETHYLENE SHEETING AT LEAST 6 MIL IN THICKNESS. ATTACH TO EXISTING BUILDING COMPONENTS OR A TEMPORARY FRAMEWORK.

5. PROVIDE WASH BASIN AND WATER SUPPLY FOR DECONTAMINATION OF EQUIPMENT AND CONTAINERS PRIOR TO REMOVAL FROM EQUIPMENT ROOM.

6. PROVIDE HEPA-FILTERED VACUUM FOR REMOVAL OF CONTAMINATION FROM PROTECTIVE CLOTHING.

7. SIZE EQUIPMENT ROOM TO ACCOMMODATE CLEANING OF EQUIPMENT AND REMOVAL OF PERSONAL PROTECTIVE EQUIPMENT WITHOUT CONTAMINATION OF ADJACENT AREAS.

8. ALTERNATE METHODS OF PROVIDING DECONTAMINATION FACILITIES MAY BE SUBMITTED TO THE CONSULTANT FOR REVIEW.

SINGLE STAGE DECONTAMINATION UNIT DETAIL
## WASTE SHIPMENT RECORD

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Work Site Name/Mailing Address:</td>
<td>Owner's Name</td>
</tr>
<tr>
<td>2.</td>
<td>Operator's Name/Address:</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Waste disposal site (WDS) name, mailing address &amp; physical site location:</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Name/Address of Responsible Agency</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Description of materials</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Containers No.</td>
<td>Type</td>
</tr>
<tr>
<td>7.</td>
<td>Total Quantity m³ (yd³)</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Special handling instructions and additional information</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Printed/Typed Name/Title</td>
<td>Signature</td>
</tr>
<tr>
<td>10.</td>
<td>Transporter 1 (Acknowledgement of receipt of materials)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Printed/Typed Name/Title/Address/Phone</td>
<td>Signature</td>
</tr>
<tr>
<td>11.</td>
<td>Transporter 2 (Acknowledgement of receipt of materials)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Printed/Typed Name/Title/Address/Phone</td>
<td>Signature</td>
</tr>
<tr>
<td>12.</td>
<td>Discrepancy indication space</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Waste disposal site Owner or Operator: Certification of receipt of asbestos materials covered by this manifest except as noted in Item 12.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Printed/Typed Name/Title</td>
<td>Signature</td>
</tr>
</tbody>
</table>
RESPIRATOR TRAINING CERTIFICATION

I hereby certify that I have been trained in the use each type of respiratory protection equipment required for use on this Project. The training included the following:

1. Explanation of dangers related to misuse.
2. Instruction on putting on, fitting, testing and wearing the respirator.
3. Instruction on inspection, cleaning and maintaining respirator.
4. Instruction on emergency situations.

I further certify that I understand the use, care and inspection of the respirator and have tested and worn the unit.

Signed: _________________________________________

Date: ___________________________________________

Notary: _________________________________________

(Signature)

Seal

(Submit one copy for each employee prior to starting work)
CERTIFICATE OF WORKER'S RELEASE

DATE: __________________

TO:  Duval County Public Schools

RE:  ___________________________________________________________ 
     (Insert Job Name and Address)

1. In consideration of my employment by _______________________ in connection with the removal and disposal of asbestos, or other work in asbestos-contaminated work areas, and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLAR and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the undersigned does hereby acknowledge, warrant, represent, covenant, and agree as follows:

(a) I acknowledge and understand that I have been or will be employed in connection with the removal of, disposal of, or other work in asbestos-contaminated work areas, and I acknowledge that I have been advised of and I understand the dangers inherent in handling asbestos and breathing asbestos dust, including, but not limited to, THE FACT THAT ASBESTOS CAN CAUSE ASBESTOSIS AND IS A KNOWN CARCINOGEN AND CAN, THEREFORE, CAUSE VARIOUS TYPES OF CANCER.

(b) I acknowledge and understand that ANY CONTACT WITH ASBESTOS, WHETHER IT CAN BE SEEN OR NOT, MAY CAUSE ASBESTOSIS AND VARIOUS FORMS OF CANCER, WHICH MAY NOT SHOW UP FOR MANY YEARS, and I covenant and agree faithfully to take all precautions required of me.

(c) I knowingly assume all risks in connection with potential exposure to asbestos and I do hereby covenant not to sue, and to release and forever discharge the Owner, Engineer, Testing Laboratory or architects and engineers employed by the Owner, Engineer, or Testing Laboratory and all of their directors, officers, employees, nominees, personal representatives, affiliates, successors, and assigns for, from and against any and all liability whatsoever, at common law or otherwise, except any rights which the undersigned may have under the provision of the applicable workmen's compensation laws. Except as specifically set forth herein I hereby waive and relinquish any and all claims of every nature which I now have or may have or claim to have which are in any way, directly or indirectly, related to exposure to asbestos and asbestos-containing materials.

(d) I hereby warrant and represent that I have not been disabled, laid-off, or compensated in damages or otherwise, because of the disease of asbestosis.

(e) I represent that I can read the English language, or that I have had someone read this instrument to me, and that I understand the meaning of all the provisions contained herein.

Signature ______________________________________________
Social Security Number _________________________________
Signed in presence of____________________________________
Notary ________________________________________________

(Signature)
RESPIRATORY PROTECTION SCHEDULE

Project Name_____________________________________________________________

Location_________________________________________________________________

Date________________________ Work Area__________________________

Based upon airborne asbestos-fiber concentrations encountered on previous projects which closely resemble
the processes, types of materials, work practices, and environmental conditions of those found on the above
referenced project, the following level of respiratory protection is proposed for the indicated operations to
maintain an airborne fiber concentration below 0.01 fibers per cubic centimeter (f/cc) **inside the respirator
facepiece**.

<table>
<thead>
<tr>
<th>OPERATION</th>
<th>ANTICIPATED f/cc</th>
<th>RESPIRATORY PROTECTION</th>
<th>PROTECTION FACTOR</th>
<th>f/cc IN MASK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Area Preparation</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Removal of ACM</td>
<td></td>
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<td></td>
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<tr>
<td>Work Area Clean-Up</td>
<td></td>
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<tr>
<td>Disposal at Landfill</td>
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</tbody>
</table>

The Competent Person for the Contractor certifies that to the best of his knowledge and belief the above
represent a true and accurate representation of airborne fiber concentrations expected for the operations
indicated, and that there is a high degree of certainty that airborne exposures will be below the PEL and
Excursion Limit.

Contractor: __________________________________________

Signed by: Signature_________________________ Date_____________________

Name/Title________________________________________________________

(Please Print or Type)