

**WHITE PLAINS CITY SCHOOL DISTRICT
5 HOMESIDE LANE
WHITE PLAINS, NEW YORK 10605**

BID #F2026-45 ASBESTOS ABATEMENT DISTRICTWIDE

Notice to Bidders.....	Page 2
Instructions to Bidders.....	Pages 3-4
Bidding Procedures and Requirements.....	Pages 4-8
Bid Protest Procedures.....	Pages 8-10
Qualifications of Bidders.	Pages 10-11
Interpretation of Bidding Documents	Page 12
Contract Award	Page 12
Method of Award	Pages 12-13
Piggyback Clause.....	Page 13
Equal Employment	Page 13
Specifications.....	Pages 14-24
Technical Specifications.....	Pages 25-61
Appendix “A” – Insurance.....	Pages 62-64
Bidder’s Checklist	Page 65
Company Information Sheet.....	Page 66
Bid Form/Proposal.....	Pages 67-72
Form of Disclosure	Page 73
Non-Collusive Form	Pages 74-75
Hold Harmless Agreement	Page 76
Iran Divestment Act Certification	Page 77
Sexual Harassment Written Policy & Training Certification Form	Page 78
Bidder Not on U.S. Government’s SAM’s Exclusion List Certification Form	Page 79
NYSDOL Certification Form.....	Page 80
References	Page 81
Non-Bidders Response	Page 82
Sample Certified Payroll Form.....	Pages 83-84
School Locations Contact List and Map	Pages 85-86
Sample Contract	Pages 87-97
Prevailing Wage Rate Schedule – PRC# 2025015520.....	

Non-interference with Occupation of the Buildings and Premises – See Pages 14-15, Item #10 of the Specifications.

Performance and Payment Bonds as stipulated in Item #39 of Specifications are waived for the contract intended to be awarded.

**BOARD OF EDUCATION
WHITE PLAINS CITY SCHOOL DISTRICT
5 HOMESIDE LANE, WHITE PLAINS, NEW YORK 10605
WESTCHESTER COUNTY**

NOTICE TO BIDDERS

The Board of Education of the White Plains City School District, White Plains, New York, popularly known as White Plains School District, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids from reputable and qualified contractors for the provision of labor and materials for the following contract applicable to all properties owned and/or operated by the White Plains School District ("School District"):

**TIME AND MATERIAL CONTRACT FOR:
BID #F2026-45 ASBESTOS ABATEMENT DISTRICTWIDE
BID DUE by 1:00PM, Thursday, May 14, 2026.**

Bids for **BID #F2026-17 ELEVATOR MAINTENANCE, SERVICE & REPAIR** for the term of **July 1, 2026 through June 30, 2027**, will be received until the above stated hour of prevailing time and date at the Business Office, 5 Homeside Lane, White Plains, New York, at which time and place all bids will be publicly opened. If the Business Office is closed on the above-stated date due to inclement weather or other emergency, bids will be opened on the next business day on which the Business Office is open. The Bid Documents, including but not limited to Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, Technical Specifications and bid forms may be obtained by going online at <https://www.whiteplainspublicschools.org/Page/19996> or <http://www.bidnetdirect.com>. Only those vendors who obtain bidding documents from <http://www.bidnetdirect.com> or <https://whiteplainspublicschools.org/Page/19996> are guaranteed to receive addendum information, if such is issued. If you obtained documents from a source other than the <http://www.bidnetdirect.com> or <https://whiteplainspublicschools.org/Page/19996>, the School District will not guarantee the integrity of the document.

Bids must be presented on the forms provided in the Bid Documents in the manner designated therein and as required by the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications and Technical Specifications. **Each bid must be accompanied by bid security in the amount of \$500.00.** The bid security should be either a bid bond or certified company check, or bank check made payable to the White Plains Board of Education. All bids must be enclosed in sealed, opaque envelopes which are clearly marked on the outside: **BID #F2026-45 ASBESTOS ABATEMENT DISTRICTWIDE.** Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening.

The Board of Education reserves the right to waive what it deems to be informalities relating to a specific bid, to waive what it deems to be informalities relating to the bidding process, to waive what it deems to be technical defects, irregularities and omissions relating to a specific bid, to request additional information from any bidder, to re-advertise and invite new bids, to reject any or all bids, to accept the whole or part of any bid or to accept parts of bids from more than one bidder which, in the Board of Education's judgment, is in the best interest of the School District.

The Board of Education reserves the right to consider experience, service, and reputation in the above-referenced fields. In addition, the Board of Education reserves the right to consider the financial responsibility and specific qualifications, as set out herein, of the prospective bidder in its evaluation of the bids and award of the contracts.

BOARD OF EDUCATION
WHITE PLAINS CITY SCHOOL DISTRICT
5 Homeside Lane
White Plains, New York 10605
by: Toni Russo, Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. Carefully inspect all general and special provisions of the Bid Documents.
2. Complete all forms. Be sure to sign in all required places. It is the bidder's responsibility to copy all documents that are to be returned with the bid (see Bidder's Checklist – page 65).
3. All materials submitted to the School District pursuant to this bid shall become the property of the School District and will not be returned to the bidder. The bidder is responsible for making its own copies of any or all parts of the Bid Documents for its files. After a contract is awarded or one or more bids are rejected, bids may be made available upon request pursuant to the Freedom of Information Law ("FOIL") for public inspection, except to the extent that certain personally identifiable information may be redacted as an invasion of personal privacy or the bidder has designated, and the School District concurs that certain information constitutes a trade secret or other proprietary information or data. If a bidder believes that a portion of its bid contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the School District of this fact shall accompany the bid and the information is to be identified wherever it appears. Identifying an entire bid as proprietary is unacceptable and will result in no part of the bid being treated as containing a trade secret or other proprietary information or data.
4. Bids must be presented in a sealed, opaque envelope(s) addressed as follows:

Board of Education
 White Plains City School District
 5 Homeside Lane
 White Plains, New York 10605
 Attn: Toni Russo, Purchasing Agent

BID #F2026-45 ASBESTOS ABATEMENT DISTRICTWIDE

5. Bids shall remain open for a period of forty-five (45) days following the date of the bid opening.
6. Bids will be received by **1:00 p.m. on Thursday, May 14, 2026** at the White Plains City School District, White Plains, New York. All bids will be publicly opened at the above-stated time at the School District's Business Office located at 5 Homeside Lane, White Plains, New York.
7. The bidder to whom a contract is awarded must comply with all New York State Labor Laws, including compliance with the current prevailing wage rates. All invoices must be accompanied by certified payrolls in order for payments to be processed.

8. The bidder to whom a contract is awarded must be registered with NYSDOL and submit a Certificate of Registration with their bid materials per New York State Labor Law Section 220-i. Failure to submit proof of registration may result in the rejection of the bid as nonresponsive. The bidder to whom a contract is awarded must ensure that each and every subcontractor engaged to perform work pursuant to the awarded contract is registered in accordance with New York Labor Law Section 220-i before commencing any work and the bidder must provide copies of each subcontractor's Certificate of Registration to the School District before the subcontractor commences any work pursuant to the awarded contract.
9. Performance and Payment Bonds as stipulated in Item #39 of Specifications are **waived** for the contract intended to be awarded.

BIDDING PROCEDURE AND REQUIREMENTS

1. The date and time of bid opening will be given in the Notice to Bidders and Instruction to Bidders.
2. Bidders shall be responsible for visiting the respective sites to fully familiarize themselves with the scope of work required under the Contract(s) intended to be awarded.
3. All bids must be submitted on and in accordance with the forms included in the Bid Documents. See Checklist on page 65.
4. Where so indicated by the makeup of the Bid Form(s), sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words will govern.
5. A bidder shall not make any stipulations on the Bid Form(s) or qualify its Bid in any manner. No bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.
6. A bid shall include the legal name of the bidder(s) and a statement indicating whether the bidder(s) is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the bidder(s) to a contract. A bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Bid Form. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the bidder.
7. Bidders will provide, along with the completed Bid Form(s), evidence demonstrating an ability to provide the requested services, including, if applicable, a list of any and all school districts of a similar size which the bidder(s) has served during the past five (5) years and a summary of their experience over at least five (5) years of successful completion of the services required herein in compliance with the applicable laws, rules and regulations of the State of New York.

8. Bidders will also provide the last three (3) years of audited financial statements.
9. Bidders must include a reference list, setting out the names of all school districts served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/individual with knowledge of the comparable services provided by the bidder(s).
10. All information required in the Notice to Bidders, Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, Technical Specifications and Bid Form(s), in connection with each item against which a bid is submitted, must be provided to constitute a regular bid.
11. No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, or Technical Specifications will constitute sufficient grounds for rejection of a bid.
12. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written by hand in ink and the full name of the person who provided the signature shall be legibly printed below the signature. Facsimile, printed, or typewritten signatures are not acceptable. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature.
13. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax.
14. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his/her bid deposited on time at the place specified.
15. **THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO WAIVE WHAT IT DEEMS TO BE INFORMALITIES RELATING TO THE BIDDING PROCESS, TO WAIVE WHAT IT DEEMS TO BE TECHNICAL DEFECTS, IRREGULARITIES AND OMISSIONS RELATING TO A SPECIFIC BID, TO REQUEST ADDITIONAL INFORMATION FROM ANY BIDDER, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER AS IN THE BOARD'S JUDGMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**
16. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials, or

equipment satisfactorily in complete compliance with these Bid Documents, including but not limited to the Bid Form(s), Specifications and Technical Specifications.

17. All bids must be sealed. They must be submitted either in plain opaque envelopes, or in those furnished by the School District. All bids must be addressed to the Board of Education, White Plains City School District, Attention: Toni Russo, Purchasing Agent. Bid envelopes must be clearly marked **BID #F2026-45 ASBESTOS ABATEMENT DISTRICTWIDE.**
18. Also, the date and time of the bid opening must appear on the envelope. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bids will become the property of the School District and will not be returned.
19. The Contract(s) to be awarded as a result of this solicitation of bids shall have a term of **July 1, 2026, through June 30, 2027.**
20. Bidders shall submit their bids on the provided Bid Form(s). Bidder's prices shall include all costs associated with the work to be performed. Such costs shall include the necessary labor, equipment, materials, transportation and tools and/or utensils to complete the work as required by the School District.
21. Each bidder awarded a Contract shall be responsible for complying with all laws, rules, regulations, codes and/or ordinances that apply to the services to be rendered or the materials to be supplied.
22. Any bidder awarded a Contract as a result of this solicitation of bids must comply with the prevailing wage rates that are applicable to the labor and services to be provided. All wages and supplements paid to laborers performing any work of a Contract awarded as a result of this solicitation for bids shall be in accordance with the New York State Department of Labor Prevailing Wage Schedule, specifically "General Construction Rates" for Westchester County, Prevailing Wage Schedule, PRC# 2025015520. Prevailing Wage Rates are subject to change annually on July 1st. Any bidder awarded a Contract is responsible to meet the wages as posted by NYSDOL July 1st every year.
23. The White Plains City School District shall have the unilateral option of extending or renewing the Contract(s) awarded as a result of this solicitation of bids for two (2) consecutive additional periods of twelve (12) months, each upon the same terms and conditions as are contained in these Bid Documents. The School District each year will consider, upon request, an inflationary increase not to exceed the Consumer Price Index for December from the New York, Northeastern New Jersey area based upon index for all urban consumers (C.P.1-U). Said options shall be deemed to have been exercised upon formal written notification prior to the expiration of any Contract awarded as a result of this solicitation for bids. If the White Plains City School District exercises the option for the first additional twelve (12) month period, the Contract as renewed shall be deemed to include the option provision for the second additional twelve (12) month period. However, the total duration of the awarded Contract, including any option(s) under this clause, shall not exceed thirty-six (36) months.

24. Each bid will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a contract between the accepted bidder and the School District that incorporates all the terms and requirements of the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications) and the accepted portion of the bidder's bid. The Contract shall bind the accepted bidder to furnish the labor and material required at the prices set forth in the accepted portion of its bid.
25. The placing in the mail of a notice of award to an accepted bidder, to the address given in the bid, will be considered sufficient notice of award of a Contract.
26. It is mutually understood and agreed that any bidder awarded a Contract shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company, or corporation, without the prior written consent of the School District.
27. These Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications) any Addenda issued by the School District, and the accepted portion of the submitted bid shall form a part of the awarded Contract(s) and the provisions thereof shall be binding upon the School District and the accepted bidder(s). The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.
28. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted in it and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
29. It is understood that the Contract in no way excludes the School District from using its own forces, or services provided by other school districts or BOCES, or in any way limits the School District from using other contractors in performing similar or other services.
30. **IRAN DIVESTMENT ACT**
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the bidder certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2013" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize for any awarded Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, each bidder is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the awarded Contract is renewed or extended.

During the term of the awarded Contract, should White Plains City School District receive information that the bidder is in violation of the above-referenced certifications, White Plains City School District will review such information and offer the bidder an opportunity to respond. If the bidder fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then White Plains City School District shall take such action as may be appropriate and provided for by law or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the bidder(s) awarded a Contract in default.

White Plains City School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a Contract, and to pursue a responsibility review with respect to any entity that is awarded a Contract and appears on the Prohibited Entities list after Contract award.

The attached Iran Divestment Act of 2012 Certification Form must be signed, notarized, and returned by each bidder with its bid.

31. BID PROTEST PROCEDURES

A. Right to Protest

Any actual or prospective bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract by the School District may submit a written protest to the Assistant Superintendent for Business in accordance with the procedures set forth herein, except no protests will be considered challenging emergency procurements.

B. Submission of Protest

1. A protesting party may submit a written protest to the Assistant Superintendent of Business, setting forth the basis on which the protesting party challenges the solicitation of bids or the School District's award or failure to award a contract based upon a solicitation of bids.
2. The written protest must include the following:
 - a. name, address, e-mail address, fax and telephone numbers of the protesting party or its designated agent;
 - b. bid, solicitation, or contract number;
 - c. detailed statement of the legal and factual grounds for the protest, including a description of the resulting prejudice to the protesting party;
 - d. copies of all documents relevant to the grounds for the protest;
 - e. statement of the relief requested;

- f. information establishing that the protesting party is an actual or prospective bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract by the School District; and
 - g. information establishing that the protest is timely filed in accordance with these procedures.
- 3. Bid protests must be received by the Assistant Superintendent for Business within ten (10) business days after the issuance of a contract award, except: any protest concerning the terms and conditions of the solicitation (or other matters that would be apparent to a protesting party prior to the date set in the solicitation for the receipt of bids) must be filed on or before the date set in the solicitation for the receipt of bids or proposals. An untimely protest will not be considered and will be returned to the protesting party.
- 4. During the resolution of a pending protest, if the facts presented so warrant, the Assistant Superintendent for Business may, at his/her discretion, suspend the procurement, until the protest is resolved.
- 5. If a contract has been awarded prior to the receipt of a protest, the Assistant Superintendent for Business will provide a copy of the protest to the successful bidder(s).
- 6. The successful bidder(s) may, but is not required to, file an answer to the protest with the School District. Any answer by the successful bidder(s) must be filed with the Assistant Superintendent for Business no later than ten (10) business days after the successful bidder(s)'s receipt of the protest.

C. Review of Protest and Determination

- 1. Upon receipt of the protest, the Assistant Superintendent for Business shall review the protest, supporting documents, and any other documents from any other source relating to the allegations in the protest, including an answer by the successful bidder(s), if any, and issue a written determination within forty-five (45) business days after receipt of the protest, where feasible. The Assistant Superintendent for Business may take any action or make any requests he or she deems necessary in order to investigate the protest, including but not limited to convening a hearing, conducting interviews, requesting written or oral submissions from the protesting party or successful bidder(s) (if any), request the submission of material samples, and extending the time to issue a decision in order to obtain all pertinent information.
- 2. A copy of the written determination, stating the reason(s) upon which it is based and the right to appeal the determination to the Board of Education shall be sent by regular mail to the protesting party or its agent and to the successful bidder(s), if any.

D. Appeals of Protest Determinations

1. The written determination rendered by the Assistant Superintendent for Business shall be the conclusive and final determination of the protest, unless, within ten (10) business days after receipt of the written determination, the protesting party or the successful bidder(s), where applicable, appeals the determination to the Board of Education. For purposes of such an appeal, the protesting party and the successful bidder(s), where applicable, will be deemed to have received the determination rendered by the Assistant Superintendent of Business no later than four (4) business days after it is sent to the protesting party and successful bidder(s), if any. The appeal must be in writing and received by the Board of Education within ten (10) business days after the appealing party's receipt of the written determination rendered by the Assistant Superintendent for Business.
2. The Board of Education will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the disputed procurement action prior to issuance of a formal decision on the appeal.
3. No evidence or information may be introduced or relied upon in the appeal that has not been presented to the Assistant Superintendent for Business. The Board of Education shall review the appeal and supportive documents and issue a written decision within fifteen (30) business days of receipt of the appeal, if feasible. The Board of Education may take any action or make any requests he or she deems necessary including extending the time to issue a written decision on the appeal.
4. A copy of the written decision rendered by the Board of Education on the appeal stating the reason(s) upon which it is based shall be sent by regular mail to the appealing party or its designated agent and to the successful bidder(s), if any and if not the appealing party.
5. The decision of the Board of Education shall be the School District's conclusive and final determination of the protest.

Qualifications of Bidders

The work and services described in these Bid Documents include the performance of activities directly affecting the health and safety of the students and staff of the School District and the public generally. The School District may make any investigation necessary to determine the ability of the bidder to fulfill the terms of any Contract(s) awarded as a result of this solicitation of bids, and the bidder shall furnish the School District with all such information for this purpose as the School District may request. If, in the opinion of the School District, the bidder is not properly qualified or responsible to perform any obligations of the Contract bid upon, the School District reserves the right to reject its bid.

The following minimum requirements must be met to qualify for bidding:

- a) **Bidder must be registered with NYSDOL and submit a Certificate of Registration with their bid materials per New York State Labor Law Section 220-i.**
- b) Bidder must possess and demonstrate facilities, knowledge, and capabilities to satisfy all requirements of the Bid Documents.
- c) Bidders shall be knowledgeable and qualified to provide a wide range of service and/or repairs to the School District's equipment and/or facilities. Proof of said qualifications and specific training shall be furnished to the School District together with the bid. Employees who possess specialized training, skill, or experience with the equipment on site shall be clearly noted with the bid.
- d) Each bidder must demonstrate that it is a responsible service and maintenance organization possessing adequate financial resources to accomplish the various services as described herein and that it has a satisfactory record of performance and integrity.
- e) Bidders shall be able to demonstrate at least (5) five years of continuous commercial service or maintenance work. References shall be provided as set forth herein. The School District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility.
- f) Bidder must include a reference list, setting out the names of all school districts served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/ individual who has knowledge of the services performed by the bidder.
- g) Bidder must submit a list of names and addresses of any person or entity owning 10% or more of the company. Should any person or entity listed have ownership of another company, such information shall be disclosed. If bidder is a publicly traded corporation, the latest annual report listing all officers shall be provided.
- h) Bidder must be responsible, as demonstrated by:
 - a. A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens.
 - b. No denials of performance bonds within the last seven years.
 - c. A satisfactory credit history as evidenced by a review that may be made by the School District.
 - d. Work performance on other projects.
 - e. Such other information as the Board of Education, in its sole discretion, determines is relevant to the responsibility of the bidder.
- i) Upon investigation of any references and information submitted by the bidder, the Board of Education reserves the right to reject any bid where it is found that the bidder's qualifications are not consistent with the requirements of these Bid Documents, or the information presented.
- i) Bidder must have a safety program that is compliant with OSHA Regulations and Standards. Bidder shall make available for inspection their program and training documents.

INTERPRETATION OF BIDDING DOCUMENTS

No interpretation of the meaning of the specifications or other Bid Document will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to **Toni Russo, Purchasing Agent**, White Plains City School District, 5 Homeside Lane, White Plains, New York 10605, not later than five (5) business days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be issued in the form of addenda to the Bid Documents. All addenda so issued shall be posted to <https://www.whiteplainspublicschools.org/Page/19996> and <http://www.bidnetdirect.com>, and shall become a part of the Contract Documents of any Contract awarded as a result of this solicitation for bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under his/her bid submitted.

CONTRACT AWARD

The School District will endeavor to make an award within forty-five (45) days of the date of the bid opening and all bids shall remain firm during that time frame. The School District further reserves the right to make award following this period to any bidder who has not provided written notice to the School District that its bid has been withdrawn.

Award will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the labor, materials, equipment, or supplies to be furnished, and the conformity with the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications).

METHOD OF AWARD

The Contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the Bid Documents (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, and Technical Specifications). The White Plains City School District guarantees no minimum or maximum purchase or service pursuant to a Contract awarded as a result of this solicitation of bids. Additionally, the White Plains City School District reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at the time of purchase.

The School District reserves the right to reject all bids; to reject any bid in whole or in part, to accept parts of bids from more than one bidder, to waive technical defects, irregularities, and omissions relating to a specific bid, to waive what it deems to be bidding or specification informalities relating to a specific bid, to waive what it deems to be informalities relating to the bidding process, if in its judgment the best interests of the School District will be served; and to reject all bids and to purchase items on State or County contract as permitted by law if such items can be obtained on the same terms, conditions, specifications, at a lower price.

If two or more bidders submit identical bids as to price, the decision of the Board of Education of White Plains City School District to award a Contract to one such bidder shall be final.

No cash discount may be offered or quoted by any bidder.

To the extent permitted by law, bidders submitting bids acknowledge that, pursuant to New York General Municipal Law Section 103(16), the White Plains City School District intends to allow all political subdivisions in the State of New York to participate in the bid award/contract resulting from this solicitation for bids. These political subdivisions include, but are not limited to local governments (villages, town, etc.), public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. Such political subdivisions shall participate in the bid award/contract by entering into their own separate contracts with the successful bidder(s) that are based upon, incorporate, and honor the terms, conditions, specifications and prices of the bid award(s)/Contract(s) resulting from this solicitation for bids. White Plains City School District shall have no liability or responsibility to pay for any goods or services provided to another political subdivision – each political subdivision is responsible for paying for the goods and services it obtains through the bid award(s)/Contract(s) resulting from this bid.

EQUAL EMPLOYMENT

It is the policy of the White Plains City School District to provide equal employment opportunities to all individuals in its personnel and employment practices. In accordance with NYS and Federal Law, the White Plains City School District prohibits discrimination because of creed, race, color, sex, sexual orientation, national origin, religion, age, marital status, military status, domestic violence victim status, predisposing genetic characteristics or disability in all employment practices including recruitment, solicitation for employment, hiring, firing, training, job assignments, promotion, compensation and other terms, conditions and privileges of employment. Further, contractors with the White Plains School District shall be required to meet equal employment opportunity standards.

New York State strives to promote equality of economic opportunities for minority and women-owned business enterprises. New York State encourages including minority and women-owned business enterprises (“MWBEs”) as bidders, subcontractors and suppliers on public procurement contracts. By submitting a bid, the bidder(s) certifies that if it is awarded a Contract, (a) it will make commercially reasonable good faith efforts to utilize suppliers that are certified MWBEs, (b) to the extent subcontracting is needed and permitted by the School District, bidder will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs and (c) bidder will retain documentation of these efforts to be provided upon request to the School District, New York State and/or an agency or department of the United States government. Evidence of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

SPECIFICATIONS

1. To provide skilled, experienced, prompt service to a wide variety of projects on an “on-call” basis and/or as required completing the work described herein.
2. Work shall include troubleshooting, repair, replacement, installation, new work and general maintenance of equipment and/or facilities as the case may be.
3. The bidder(s) awarded a Contract must be equipped to provide emergency work within (2) two hours of the School District’s call for service and to commence non-emergency/new work within twenty-four (24) hours of the School District’s call for service.
4. In the event that the work cannot be performed as per time schedule by the bidder awarded a Contract, the School District may arrange for another entity to perform the work per the schedule and the bidder awarded a Contract will be responsible for payment of any increased cost incurred by the School District.
5. Proof of proper licensure and certification of the bidder as well as, if applicable, each employee who will furnish services pursuant to the Contract intended to be awarded shall be provided to the School District.
6. The bidder(s) awarded a Contract shall comply with all rules and regulations of the School District and all directives issued by the School District.
7. Smoking will not be permitted anywhere on School grounds.
8. The owners, employees, officers, directors, or approved subcontractors of bidder(s) awarded a Contract shall not have any contact or communication with any student or teacher.
9. Photo identification badges must be worn at all times that the bidder(s) awarded a Contract, its agents or employees are on-site rendering services or performing work.
10. Non-interference with Occupation of the Buildings and Premises:
 - a. The bidder(s) awarded a Contract must take into consideration the fact that the sessions of the school must be continued as usual during the progress of the work. The operation of the fire alarm, the interior fire alarm system, gongs, bells, facsimiles, and telephones must not be interfered with.
 - b. Fixtures or essential parts of material or equipment shall not be removed until permission is given by the School District’s Director of Facilities & Operation and, in the case of replacements, not until the essential replacement material or fixture has been delivered to the applicable building or site.
 - c. The safety of the pupils and teachers requires that nothing shall be done to in any way block the streets in or about the exits, or the exits themselves. Neither shall there be any unauthorized interference with the free and unobstructed use of the hallways, stairways, toilets, and rooms. When necessary for mechanics to work in any portion of the premises normally occupied by the school, application must be

made, before entering therein, to the School District's Director of Facilities & Operations who will arrange a working agreement with the principal of the school so that the work may be carried forward in a manner to interfere as little as possible with the school session.

- d. Whenever work is carried on during school sessions, not more than one stairway shall be closed off from free and safe use of the pupils at any time, and this only after the written permission of the School District's Director of Facilities & Operations has been obtained. No part of the building or premises shall be closed to the use of the occupants without the permission of the School District's Director of Facilities & Operations. When such permission has been given, the bidder(s) awarded a Contract shall provide and erect temporary partitions, barriers, etc., where required to ensure absolute safety of the occupants of the building or premises.

11. Under the Contract intended to be awarded as a result of this solicitation, subcontracting shall not be permitted without prior written approval by the School District.

12. Bidder and its employees shall have tools and equipment necessary to perform the required work.

13. All labor shall be performed by skilled workmen and the bidder(s) awarded a Contract shall not employ men or means which may cause stoppage or delay in the work under the awarded Contract or that of any other contractor or any work in or about the premises of these buildings or any buildings or premises under the control of the Board of Education of the White Plains City School District.

Each time a bidder awarded a Contract or its employees or its approved subcontractors performs any work in the School District he shall report his arrival and departure and what service he is performing to the custodian in charge.

The bidder(s) awarded a Contract shall submit to the Facilities & Operations Department a full report of the service call which shall include:

- a. Date and time;
- b. Name of person performing work;
- c. On-job service time;
- d. Description of work, including all parts replaced or repaired

14. When repairing and replacing any systems or parts for the equipment in place at the School District's facilities or when undertaking any new installation, the bidder(s) awarded a Contract shall use the most current materials manufactured. Obsolete or out of date materials shall not be allowed under any circumstances.

15. Necessary parts and materials shall be included in costs stated in the Bid Form(s). If requested by the School District, the bidder(s) awarded a Contract will attach to each of its invoices a receipt and/or purchase order for the materials/parts purchased and installed by the bidder. All parts shall be new and shall be equal to or better than the original equipment/material. Rebuilt parts may be used only with prior written approval of the School

District. Any merchandise provided under the awarded Contract which is or becomes defective during the guarantee period shall be replaced by the bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The bidder(s) awarded a Contract shall make any such replacement immediately upon receiving notice from the School District.

16. The School District reserves the right to furnish parts and materials if it deems it to be in its best interest.

17. The bidder(s) awarded a Contract shall maintain an adequate inventory of new, original manufacturer's parts and materials so as to ensure prompt repairs or installations on short notice. The bidder(s) awarded a Contract shall furnish the source and amount of such inventory.

18. Delivery must be made in accordance with these specifications. The decision of the School District as to reasonable compliance with delivery terms shall be final.

19. The School District will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency repair or installation.

20. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.

21. The bidder(s) awarded a Contract shall be responsible for delivery of items in good condition at the point of destination. The bidder(s) awarded a Contract shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The School District will note for the benefit of such bidder(s) when packages are not received in good conditions.

22. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the School District.

23. Unloading and placing the equipment inside the building is the responsibility of the bidder(s) awarded a Contract, and the School District accepts no responsibility for unloading and placing equipment. Any costs incurred due to the failure of the bidder(s) to comply with this requirement will be charged to it. No help for unloading will be provided by the School District, and bidders should notify their suppliers and truckers accordingly.

24. The bidder(s) awarded a Contract shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the bidder's work shall be brought to and/or stored on the premises of the School District. After equipment is no longer required for its work, the bidder shall promptly remove such equipment from the premises of the School District. The bidder(s) awarded a Contract shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage, and all other adversity. The

bidder(s) awarded a Contract shall at all times provide the proper housekeeping to minimize potential fire hazards and shall provide approved spark arresters on all steam engines, internal combustion engines and flues. The bidder(s) awarded a Contract shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the performance of all of the Work being performed on-site and in the buildings. At the conclusion of the work, such bidder shall restore the premises to its original condition. This restoration shall include but not be limited to: cleaning the areas in which work was performed; removal of all waste, materials, rubbish, tools, equipment, machinery and surplus materials. If clean-up is not performed in accordance herewith, the School District may engage the services of a cleaning company each time the requirement is not met without further notification to the bidder(s) awarded a Contract. The cost of such cleaning company, together with the cost of any custodial costs of the School District, will be charged to such bidder.

25. All deliveries shall be accompanied by delivery tickets or packing slips. Such delivery tickets or packing slips shall contain the following information for each item delivered:

- Purchase Order Number
- Name of Article
- Quantity
- Name of bidder(s) awarded a Contract

26. Cartons shall be labeled with purchase order number, name of bidder(s) awarded a Contract and general statement of contents. Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

27. No travel time will be paid. Travel time shall not be included in the prices bid. Payments will be made only for time on the job. All invoices must be accomplished by submission of detailed daily service tickets specifying time of arrival and departure and services rendered. The ticket shall be signed by an authorized representative of the School District. A copy of this ticket will be left with the signer. This service ticket shall be the basis for payment. Certified payroll records also must accompany any invoice submitted.

28. The School District will issue work orders directly to the bidder(s) awarded a Contract through our online Computerized Maintenance Management system. The bidder(s) awarded a Contract will be notified by the online system that they have a work order pending and it will be their responsibility to access and monitor the system for the work order(s) assigned to them. The bidder(s) awarded a Contract is to enter labor hours/costs and material costs associated with performing the requested service and change the work order status from "Work in Progress" to "Complete" once the work is completed. A copy of the completed work order form MUST accompany invoice.

29. Invoices must be submitted within 30 days of service. Payment will be made only after correct presentation of claim forms and/or invoices with required supporting documentation. They should include:

- Invoice must reference purchase order #
- Breakdown of labor, unit costs and material costs, as awarded. **All bidder(s) awarded a Contract are requested to pro-rate the awarded labor**

rates for purposes of billing ¼ and ½ hour increments where needed. The hours of the authorized work ticket must match those invoiced.

- Copy of vendor generated service ticket signed by School District employee for related invoice
- Certified payroll
- Supporting documentation for parts, etc.

29. Payments of any claim shall not preclude the School District from making a claim for adjustment on any item found not to have been in accordance with the Bid Documents, including but not limited to these Specifications and the Technical Specifications.

30. No vehicle use will be paid in the normal course of transporting mechanics and materials to the job site. Bidders may submit a quotation for use of special vehicles. Bidder(s) awarded a Contract must obtain prior written approval from the School District for payment of special vehicle use.

31. The bidder(s) awarded a Contract shall pay its employees "prevailing rate of wage" as defined in Section 220 of the New York Labor Law, Schedule of Wage Rates. Prevailing wage rates are subject to change annually on July 1st. Bidder(s) awarded a Contract is responsible to meet the wages as posted by NYSDOL July 1st every year

32. The bidder(s) awarded a Contract must include proof of registration with NYSDOL as required by NY Labor Law Section 220-i. A Certificate of Registration must be included in their bid. Failure to provide proof of registration may result in the rejection of the bid as nonresponsive. The bidder(s) awarded a Contract must ensure that all subcontractors engaged to perform work pursuant to the awarded contract are registered in accordance with New York Labor Law Section 220-i before commencing any work and the bidder must provide copies of each subcontractor's Certificate of Registration to the School District before the subcontractor commences any work pursuant to the awarded contract. The attached Bidder Has Registered with NYSDOL Certification Form must be signed, notarized, and included in each bidder's bid.

33. The bidder(s) awarded a Contract is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, such as minimum hour wage, working conditions, insurance, and safety factors in cases where installation of equipment is involved.

34. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:

- a. In the hiring of employees for the performance of the awarded contract(s) or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the awarded contract(s) on account of race, color, creed, disability, sex or national origin.

- a. There may be deducted from the amount payable to the bidder(s) awarded a Contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
- b. The awarded Contract(s) may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section.
- c. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.

35. The bidder(s) awarded a Contract shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The bidder(s) awarded a Contract shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its Board of Education, officers, agents, and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

36. Bidders shall be licensed by the County of Westchester and local municipalities, where required.

37. All work must be performed and installed in accordance with the current edition of all applicable laws, rules, regulations and/or local codes.

38. The School District reserves the right to assign its personnel to assist the mechanics of the bidder(s) awarded a Contract if the School District deems such assistance to be in its best interest.

39. The bidder(s) awarded a Contract shall furnish performance and labor and material payment bonds equal to 100% of the awarded Contract to guarantee the faithful performance of such Contract. (***Waived, see page 1***) If this is a time and material bid, please see the Technical Specifications for how to determine the amount of the awarded Contract for purposes of the performance and labor and material payment bonds. Such bonds shall be maintained in full force and effect until at least two (2) years after the awarded Contract has been fully performed. The bidder(s) awarded a Contract shall furnish a performance bond and labor and material payment bond meeting all statutory requirements of the State of New York. All Surety companies are subject to the approval of the School District and may be rejected by the School District without cause. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the School District in the School District's sole judgment. The bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "IX" or better as to "Financial Size Category." The bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended. The performance bond and the labor and material payment bond shall each be in an amount equal to 100% of the Contract Sum. Every Bond must display the Surety's Bond Number and be

accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity.

A rider including the following provisions shall be attached to each Bond: (1) Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the School District or the bidder(s) awarded a Contract to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived. (2) Surety further agrees that in event of any default by the School District in the performance of the School District's obligations to the bidder(s) awarded a Contract under the awarded Contract, such bidder or Surety shall cause written notice of such default (specifying said default in detail) to be given to the School District, and the School District shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to bidder(s) awarded a Contract and the School District. Said bonds shall be in the form of AIA Form A312 2010.

40. The School District may, in the School District's sole discretion and without prior notice to the bidder(s) awarded a Contract, inform the surety of the progress of such bidder's work and obtain consents as necessary to protect the School District's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with such bidder's work.

41. If the surety on any Bond furnished by the bidder(s) awarded a Contract is declared a bankrupt or becomes insolvent or its right to do business is terminated in New York or it ceases to meet the requirements of item #39, the bidder shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the School District.

42. The bonds shall be furnished to the School District prior to beginning work at the site, but no later than seven (7) days after receiving notice of the acceptance all or part of bidder's bid. Failure to meet this requirement may result in termination of the awarded Contract at the sole discretion of the School District.

43. The bidder(s) awarded a Contract shall purchase and maintain the types and amounts of insurance set forth in Appendix "A" in accordance with the requirements also set forth in Appendix "A" to protect the School District against claims arising from or related to the operations of the bidder(s) awarded a Contract and its subcontractors approved by the School District.

The bidder(s) awarded a Contract shall pay all deductibles incurred by the School District as a result of the negligence of the bidder. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

The bidder(s) awarded a Contract shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth in Appendix A and submit same to the School District for approval prior to start of any work. In the event such bidder(s) fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, such bidder shall indemnify, defend, and hold harmless the School District, its Board of Education, officers, agents and/or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the awarded Contract.

44. Enclosed with the bid submission, the bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Bid Documents will be met. The name of the insurance company that will provide the mandated insurance will be stated. The insurance carrier must be licensed to do business in New York State.

45. All insurance certificates shall state that the policy will not be canceled, nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the School District. It shall further state that a similar thirty (30) days prior written notice will be given to the School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured bidder(s) awarded a Contract, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the bidders agree to assist in obtaining any such desired information.

46. The bidder(s) awarded a Contract shall hold harmless, defend, and indemnify the School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the awarded Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of such bidder(s). The attached Hold Harmless Form must be signed, notarized, and returned with the bid.

47. The bidder(s) awarded a Contract shall not be held responsible for any losses of the School District resulting if the fulfillment of the terms of the awarded Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, orders of a State or Federal government official, agency or department that has jurisdiction over the bidder, the School District, the bidder's work or the School District's property or for any other acts not within the control of such bidder(s) and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest of the bidder or those it retains or employs to perform part of the bidder's obligations under the awarded Contract. The School District's losses or increased costs or expenses incurred as a result of such strikes or labor unrest remain the responsibility of the bidder awarded a Contract(s).

48. All labor shall be guaranteed for the period of one (1) year from the date of acceptance. Unless provided otherwise in these Specifications or the Technical Specifications, all parts

offered on this bid shall be guaranteed for a minimum of one (1) year from date of delivery (or installation if required) against defective material or workmanship, and repair or replacement shall be made without delay. In cases where the usual guarantee period offered by the bidder(s) awarded a Contract and/or manufacturer on a particular item covers a longer period of time than one (1) year, the longer guarantee period shall be applicable.

49. The bidder(s) awarded a Contract shall be responsible for complying with all laws, rules, regulations, codes and/or ordinances as they apply to the work required under such contract.

50. The bidder(s) awarded a Contract will perform the following work under the awarded contract as described in the Technical Specifications (**SEE PAGES 25-61**).

51. All bids submitted shall include all labor, equipment, materials, transportation, and tools and/or utensils necessary to perform the work requested by the White Plains City School District.

52. The bidder(s) awarded a Contract shall provide, for approval, a detailed drawing showing construction, hardware, and method of installation.

53. Upon request by the School District, the bidder(s) awarded a Contract shall submit an estimate before starting work.

54. The awarded Contract(s) may be terminated by the School District upon not less than three (3) days written notice should the bidder(s) awarded a Contract fail substantially to perform in accordance with the terms of the awarded contract through no fault of the School District. Said failures shall include but not be limited to: failure to supply sufficient skilled workers or suitable materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner; failure to deliver within the time specified, or within a reasonable time as interpreted by the School District, or failure to make replacement of rejected articles, when so requested, immediately or as directed by the School District; in this event, the School District may purchase from other sources to take the place of the item rejected or not delivered at the expense of the bidder(s) awarded a Contract; refusal or failure to correct deficient work performed by it; failure to make prompt payments to subcontractors for labor, materials, and/or equipment in accordance with the respective agreements between the (s) awarded a Contract and its subcontractors; disregard of laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; disregard of the instructions of the School District (when such instructions are based on the requirements of the Contract Documents); to the extent permitted by law, bankruptcy or insolvency, or general assignment for the benefit of such bidder's creditors, or where a trustee or receiver is appointed for such bidder or for any of its property, or filing of a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; breaches any warranty made by the such bidder under or pursuant to the Contract Documents; failure to furnish the School District with assurances of its ability to complete the work in compliance with all the requirements of the Contract Documents; or failure after commencement of the work to proceed continuously with the construction and completion of the work for more than ten (10) days, except as permitted under the Contract Documents; failure to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity; or otherwise does not fully comply with the Contract Documents; violation of the provisions of Labor Law section 220-e as applied to the awarded contract(s) and set forth

herein. In the event the awarded Contract is so terminated, and the School District elects not to complete the work of the awarded Contract, the bidder awarded the Contract shall be compensated solely for work performed in compliance with the Contract Documents prior to the date of such termination. The bidder awarded a Contract(s) waives and forfeits all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the School District.

55. In the event of a breach of the awarded Contract(s) as described in Item #54, if the breach is not cured within three (3) days from notice of the breach in addition to any other rights it may have, the School District shall have the right to take over the work and complete the work at the expense of such bidder. When the awarded Contract is awarded on a lump sum basis and the School District takes over the work of the awarded Contract(s), the bidder shall be entitled to no further payment until the completion of the bidder's work by the School District. For Contract(s) awarded on a lump sum basis, if the School District's costs to complete the bidder's work, including the expenses incurred by the School District in connection with the services of an Architect, Construction Manager and/or other consultants, exceed the contract balance remaining on the awarded Contract, the bidder awarded the Contract shall be liable to the School District for such excess costs. For Contract(s) awarded on a lump sum basis, if the School District's costs to complete the bidder's work, including the expenses incurred by the School District in connection with the services of an Architect, Construction Manager and/or other consultants, are less than the contract balance remaining on the awarded Contract, the bidder shall be paid the amount by which the contract balance exceeds the School District's costs. For Contract(s) awarded on a time and material basis, if the School District takes over completion of the work of the awarded Contract(s) following an uncured breach, the bidder shall be responsible for any additional expense incurred by the School District to complete the work with its own forces or through another contractor, including but not limited to the increased costs of labor and materials, and any additional costs for the services of an Architect, Construction Manager and/or other consultants, which shall be deducted from any sums owed to the bidder for work the bidder performed in compliance with the Contract Documents and, if such sums are less than the School District's costs and expenses, the bidder shall pay the School District the remaining costs and expenses incurred to complete the work of the awarded Contract(s) that the School District has taken over.

56. The School District may at any time, at will and without cause, terminate any part of the work of the bidder(s) awarded a Contract or all of such bidder's remaining work for any reason whatsoever by giving fourteen (14) days' written notice to such bidder, specifying the portion of such bidder's work to be terminated and the effective date of termination.

Upon receipt of a notice of termination for convenience, the bidder(s) awarded a Contract shall immediately, in accordance with instruction from the School District, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this paragraph:

- a. cease operation as specified in the notice;
- b. place no further orders and enter into no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the awarded Contract;

- c. terminate all subcontracts and orders to the extent they relate to the Work terminated;
- d. proceed to complete the performance of the remaining work on its awarded Contract which has not been so terminated; and
- e. take actions that may be necessary, or that the School District may direct, for the protection and preservation of the terminated Work.

In the event an awarded Contract is so terminated in whole or in part, the bidder awarded the Contract shall recover as its sole remedy, payment for work which it has properly performed in connection with the terminated portion of the awarded Contract prior to the effective date of termination. The bidder awarded a Contract(s) waives and forfeits all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the School District pursuant to this paragraph.

57. Bidder represents and warrants that it, its employees, its suppliers and/or its subcontractors (if subcontractors are permitted by the School District) are not excluded from participation and are not otherwise ineligible to participate in any government payment program. In the event bidder is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of an awarded Contract(s), bidder will notify the School District in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given, the School District reserves the right to immediately terminate the awarded Contract(s). The attached Not On Exclusion List Maintained By The Federal Government's System For Award Management (SAM) Certification Form must be signed, notarized, and returned by each bidder with its bid.

**TECHNICAL SPECIFICATIONS
BID# F2026-45 ASBESTOS ABATEMENT FOR
WHITE PLAINS CITY SCHOOL DISTRICT**

TABLE OF CONTENTS

PART AND SUBPART
PART 1 – GENERAL
1.01 DESCRIPTION OF WORK
1.02 PHASING OF WORK
1.03 AUTHORITY TO STOP WORK
1.04 SITE REQUIREMENTS
1.05 HEALTH AND SAFETY
1.06 WORK SUPERVISION AND COORDINATION
1.07 SUBMITTALS
1.08 FIRE PROTECTION, AND EMERGENCY EGRESS
1.09 CLEAN-UP
1.10 CODES, PERMITS, AND STANDARDS
1.11 TERMINOLOGY
1.12 REQUIREMENTS AND QUALIFICATIONS
1.13 TESTING AND INSPECTION REQUIREMENTS AND RESPONSIBILITIES
PART 2 - PRODUCTS
2.01 MATERIALS
2.02 EQUIPMENT
2.03 WORKER PROTECTIVE CLOTHING AND EQUIPMENT
PART 3 – EXECUTION
3.01 DECONTAMINATION ENCLOSURE SYSTEMS
3.02 PERSONNEL PROTECTION AND DECONTAMINATION PROCEDURES
3.03 PREPARATION OF WORK AREA
3.04 PRE-REMOVAL INSPECTIONS
3.05 MAINTENANCE OF CONTAINED WORK AREA AND DECONTAMINATION ENCLOSURE SYSTEMS:
3.06 REMOVAL OF ASBESTOS-CONTAINING MATERIAL
3.07 ACM WASTE PACKAGING AND LOAD OUT PROCEDURES
3.08 CLEANUP, PERSONAL MONITORING, AND CLEARANCE TESTING OF WORK AREAS
3.09 DISPOSAL AND TRANSPORTATION OF SBESTOS-CONTAMINATED WASTE

TECHNICAL SPECIFICATIONS **BID# F2026-45 ASBESTOS ABATEMENT**

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. The Asbestos Abatement contractor shall perform the work as it develops over the course of the year and contractor provides unit pricing for each project. The drawings are only a diagrammatic representation of the Work Areas and do not constitute the actual quantities of material. Asbestos abatement contractor is responsible for the confirmation of the actual total quantities of the Work. The Asbestos Contractor shall provide all plant, labor, equipment, and materials complete for performance of the Work in accordance with the Contract Documents. All asbestos material is to be disposed of as ACM waste. Quantities indicted below are confirmed asbestos. Project work identified below must be scheduled and completed during the period of July 1 – July 15, 2023.

1.02 PHASING OF WORK: This work shall include asbestos abatement associated with upcoming district wide vat abatement projects. The Asbestos Contractor shall perform and complete the abatement of asbestos-containing materials during regular working hours, Monday through Friday between 8:00 am and 4:00 pm (Summer break only) or as directed by the facility. It is the Contractor's responsibility to ensure that acceptable Visual Inspection and air monitoring results are obtained with fiber count of <70 Structures/mm² of air using AHERA analysis method and are completed prior to the return of building occupants or other trades. All work shall be coordinated with SCHOOL DISTRICT and SCHOOL DISTRICT's Environmental Consultant prior to start of any work. The SCHOOL DISTRICT's Environmental Consultant shall be present whenever any asbestos abatement work is being conducted.

1.03 AUTHORITY TO STOP WORK: SCHOOL DISTRICT and the Environmental Consultant shall have the authority to stop the abatement work at any time the contractor's work is not in conformance with the Specifications and applicable regulations. The stoppage of work shall continue until conditions have been corrected to the satisfaction of SCHOOL DISTRICT and the Environmental Consultant. Standby time to resolve the problems shall be at the contractor's expense.

1.04 SITE REQUIREMENTS:

- A. Noise Control: Provide mufflers or other acceptable means of noise reduction for all equipment to be used by the Contractor. Observe local laws regarding noise control.
- B. Wastewater: All water used by the Contractor during asbestos abatement activities shall be collected and passed through a water filtration system capable of filtering particles down to 5 microns prior to being discharged into the sanitary sewer. The Contractor shall contact the Westchester County engineering department to

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

determine the acceptable location(s) to access the sanitary sewer. The Contractor shall be responsible for connection to the sanitary sewer, and for providing piping, pumps, water filtration systems, and other items necessary to collect, transport, filter, and dispose of the wastewater.

- C. Log In/Out: The Asbestos Contractor must ensure all workers log in and out daily at the site.
- D. The location of the Decontamination Unit shall be as per abatement design drawings. All variations must be coordinated and approved by the site manager and SCHOOL DISTRICT's Environmental Consultant.

1.05 HEALTH AND SAFETY:

- A. Toxic Effects: The Contractor shall assume all responsibility for any toxic effects to workers from the air supplied to respirators, or from toxic or damaging vapors or residues resulting from the use of encapsulant and/or wetting agents or other substances used by the Contractor during construction.
- B. Chemical/Biological Hazards: The known chemical/biological hazards on site include asbestos-containing material and debris. The Contractor shall provide materials, equipment and training to its workers to ensure their protection from these and any other chemical/biological hazards which may be identified during the course of this work.
- C. Physical Hazards: The Contractor shall provide safety equipment and training to his/her workers to ensure their protection from any physical hazards including but not limited to trip/fall hazards, working at elevation, heat stress, contact with energized (hot) active equipment, noise, overhead bump hazards, and electrical shock that may be present during the Work.
- D. Safety Act: The Occupational and Safety Health Act (OSHA) of 1970, as amended, shall be strictly complied with during the course of this project. This Act shall govern the conduct of the Contractor's workmen, tradesmen, material-men, and subcontractors, and visitors to the project site.
- E. Accident Prevention: In order to protect the lives and health of his/her employees, the Contractor shall comply with all pertinent provisions of the latest edition of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain an accurate record of all accidents which occur during the project. An injury or loss of life must be immediately reported by the Contractor to the SCHOOL DISTRICT and/or its Representatives, and a copy of the Contractor's report to his/her insurer of an accident must be provided to the SCHOOL DISTRICT and/or its Representatives.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

- F. **Emergency Response:** The Contractor shall establish an Emergency Response Team made up of members of his/her work force. Team members shall be trained, organized, and capable of responding in the event of an accident, fire, or other emergency. The Contractor shall designate a site Safety Coordinator to train team members regarding the location and use of site-specific fire/life safety equipment. As a minimum requirement, members of the Emergency Response Team shall be knowledgeable in standard first aid and CPR techniques, fire extinguisher use, and evacuation procedures.
- G. **Workmen Protection:** The Contractor shall provide and maintain all safety measures necessary to properly protect workmen.
- H. **Emergency Actions:** In an emergency affecting the safety of life, the work, or adjoining property, the Contractor, to prevent such threatened loss or injury without special instruction or authorization from the SCHOOL DISTRICT and/or its Representatives, is hereby permitted to act at his/her discretion.
- I. **Hazard Communication Act:** The Contractor shall comply with the Hazard Communication Standard promulgated by the Occupational Safety and Health Administration (OSHA No. 29 CFR 1910.1200). This program ensures that all employers provide the information they need to inform and train employees properly and to design and put in place employee protection program. It also provides necessary hazard information to employees so they can participate in, and support, the protective measures needed at their workplace. The contractor shall ensure that labels or other forms of warning are legible in English. Employer having employees who speak other languages must add the information in their languages. See OSHA 29 CFR 1910.1200 for more details.

1.06 WORK SUPERVISION AND COORDINATION:

- A. **Abatement Contractor's Supervisor:** From the start of work through to the project completion the Contractor shall have on-site a responsible and competent supervisor who possess valid NYSDOL Supervisor certifications. As a minimum, the Asbestos Contractor's Supervisor shall meet the qualifications as required by Article 1.12, for a job supervisor. The Supervisor shall be on site during all working hours. When the Supervisor must leave site during work, a temporary Supervisor shall be appointed.
- B. **Quality of Work:** The Supervisor shall supervise, inspect and direct the Work competently and efficiently, devoting such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Supervisor shall be responsible to see that Work complies accurately with the Contract Documents, and that all Work installed is of good quality and workmanship.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

1.07 SUBMITTALS: Unless otherwise noted the Contractor shall submit three (3) copies of each APPLICABLE submittal to the SCHOOL DISTRICT's Environmental Consultant and its Representatives for review and/or approval. The Contractor shall provide the following:

A. Pre-Project Submittal:

1. Certificates of Insurance naming White Plains City School District as additional insured.
2. All required bonds. All bonds shall be underwritten by a United States based, preferably New York State, A or B rated bonding company.
3. List of Subcontractors.
4. Health and Safety Plan: Provide a written Health and Safety Plan addressing procedures for workplace safety. As a minimum, the following topics shall be addressed in the plan:
 - a. Hazard Communication. Procedure on how physical and health hazards associated with the work are identified and communicated to employees, and name of the person responsible for implementation of the Hazard Communication Program.
 - b. Guidelines for assessment and prevention of heat stress.
 - c. Procedures for using ladders safely.
 - d. Electrical safety procedures.
 - e. Emergency Action Plan: The Contractor shall submit for review a written Emergency Action Plan. This Plan shall outline the contingency actions to be performed for emergencies including fire, accident, power failure, supplied air system failure, breach of work area containment, unexpected asbestos contamination in the site area and on the adjoining grounds, or spilling of asbestos material being hauled to storage and/or disposal. This Plan shall identify the manner in which emergencies are announced, emergency escape procedures and routes, and procedures to account for all employees after evacuation. The Plan shall identify those persons responsible for fire/life safety duties including the Site Safety Coordinator, persons responsible for fire prevention equipment and the control of fuel source hazards, and the members of the Emergency Response Team (see Paragraph "Emergency Response" of this Section). This Plan shall be readily available for review by all workers.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

- f. Fall Protection Plan: The Contractor shall submit for review a written Fall Protection Plan. This plan shall outline the actions to be performed to protect personnel when they are working at elevation. The plan shall detail specific fall protection devices to be utilized, training provided to personnel for same and training of designated competent person in charge of and responsible for the elevated work site.
 - g) Proof of written notifications required by Paragraph "Codes, Permits and Standards" of this Section. Proof that all required permits and variances have been obtained.
- 5. Proof of written notification to the local police department, fire department and Facility (include a copy of required by NYS DOL ICR 56 section 56-3.6a ten day notice) that asbestos abatement work is being conducted. As a minimum, the notification letter shall include the address of the Facility, dates work is to be performed, and drawings indicating the areas to undergo abatement.
- 6. Documentation of compliance with all requirements of paragraph "Requirements and Qualifications" of this Section. Submittal shall include:
 - a. Proof that the job supervisors, foremen, and asbestos abatement workers meet State certification and license requirements.
 - b. Proof of a current medical surveillance program for all Contractor's personnel to work on this project.
 - c. Completed and notarized Certificate of Worker's Release for each asbestos abatement worker, workers of other trades, or supervisory personnel who enter the work area or otherwise contact ACM.
- 7. Proof of a respiratory protection program. Submit level of respiratory protection intended for each operation required by the project.
- 8. Proof of historic airborne fiber data. Submit airborne asbestos fiber monitoring data from an independent air monitoring firm to substantiate selection of respiratory protection proposed. Data shall include the following for each procedure required by the work: 1. date of measurement; 2. type of work task monitored; 3. methods used for sample collection and analysis, and; 4. number, duration and results of samples taken.
- 9. Proof that a landfill site has been located, and arrangements for transport and disposal of asbestos-containing or asbestos-contaminated materials have been made. Provide the name and location of the landfill, and waste transport company, if applicable.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

10. Manufacturer's literature on all proposed job-related equipment and products to be used on this project. Include Safety Data Sheets (SDS) for encapsulant, fire retardant plastics, mastic remover and other chemicals to be used on this project.
11. A detailed Asbestos Removal and Disposal Work Plan which describes all aspects of the work to be performed for this project. The Plan shall include the following:
 - a. A detailed description of the work area enclosure. Provide shop drawings (with dimensions and locations) of proposed decontamination facilities and work areas. These drawings shall indicate the following: 1) areas to be sealed off and work area boundaries; and 2) proposed layout and location of the decontamination enclosure systems. Include a detailed description of any modifications or changes to be made to the specified negative pressure work area enclosure.
 - b. Specimen of the daily log proposed for use. Minimally, the log should include the date(s) and time(s) when all personnel enter and leave the work area(s).

B. During Work Submittal:

1. Schedule of Work Changes: Any changes in the Schedule of Work proposed by the Contractor shall be submitted for approval to SCHOOL DISTRICT no later than seven days prior to the commencement date of the proposed change. A revised Schedule shall be submitted at the end of each week.
2. Notarized copy of payroll showing that prevailing wage rates have been paid shall be submitted to the SCHOOL DISTRICT on a weekly basis. Contractor shall use DOL form for wage payment.
3. A "Request For Services" form shall be submitted at least 24 hours in advance of required air monitoring tests and inspections to be performed by the SCHOOL DISTRICT's Environmental Consultant.
4. Results of all air monitoring performed by the Contractor shall be posted within 24 hours for regular abatement project after collection for all workers to see. A copy of the results shall be given to the SCHOOL DISTRICT's Environmental Consultant at the same time.
5. A certified, signed, and completed copy of each "Waste Shipment Record" form used, and receipts from the landfill operator which acknowledge the Contractor's delivery(s) of material, shall be submitted to the Consultant and Engineer within thirty days following removal of ACM from building.
6. A copy of the bound logbook.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

C. Post Project Submittal:

1. notarized "Release of Liens" in a form acceptable to the SCHOOL DISTRICT. Use the standard AIA form. Such notarized release of all liens shall certify that all subcontractors, labor suppliers, etc., have been paid their pro rate share of all payments to date, that the contractor has no basis for further claim, and will not make further claim for payment in any account after the first payment is made to him.
2. Proof of payment of prevailing wage rate to direct employees and subcontractor.
3. Notarized copies of a daily log showing the date(s) and time(s) of entrance to and exit from the work area(s) for all persons.
4. Compilation in chronological order of all air monitoring records pertaining to this project.
5. Compilation of all completed and signed Waste Shipment Record forms, bills of lading, or disposal receipts pertaining to this project.
6. Copies of notifications and checks to applicable agencies (see Subparagraph "Pre-Project Submittal Information" of this Section) that the asbestos abatement project has been completed.
7. Contractor shall submit the following items as part of his final submittals: Paid invoice verifications for sub-contractor (for Time and Material job), service contract agreement, insurance certificates, copies of the workers licenses (NYSDOL), and other submittal required for the Specification.

1.08 FIRE PROTECTION AND EMERGENCY EGRESS: The Contractor shall be responsible to the security and safeguarding of all areas turned over by the facility to the Contractor. The Contractor shall designate to his/her workers and other building occupants a means of egress in case of emergency.

- A. The Contractor shall establish emergency, and fire exits from the work area. First aid kit, 2 full sets of protective clothing and respirators shall be provided for use by qualified emergency personnel in the clean room of the decontamination facility.
- B. For full containment only, the Contractor shall provide a secure work area to protect against unauthorized entry into and around the work area. Any hazardous conditions shall be reported to the contractor's Supervisor, and the contractor shall correct the hazard immediately. Any intrusion or incident shall be documented in a bound logbook which shall be maintained at the project site.

TECHNICAL SPECIFICATIONS **BID# F2026-45 ASBESTOS ABATEMENT**

1.09 CLEAN-UP:

- A. Asbestos Related Clean-up: All clean-up work related to asbestos abatement work shall be in strict accordance with general technical requirements and this specification.
- B. Final Site Cleaning: Upon completion of the work, the Contractor shall remove all temporary construction, decontamination facilities, and unused materials placed on site by the Contractor; put the premises in a neat and clean condition; and provide all sweeping, cleaning, and washing required to restore the site to its original condition.

1.10 CODES, PERMITS, AND STANDARDS:

- A. The Contractor shall be solely responsible for compliance with all applicable federal, state (12 NYCRR Part 56 Adopted March 21, 2007), and local laws, ordinances, codes, rules, and regulations which govern asbestos abatement work or hauling and disposal of asbestos waste material. The current issue of each document shall govern. All work shall comply with all applicable codes and regulations as amended.
 - B. Before starting the work, the Contractor shall examine the Technical Specification for compliance with codes and regulations applicable to the work and shall immediately report any discrepancy to the SCHOOL DISTRICT's Environmental Consultant.
 - C. Where conflict among requirements or with these Specifications exists, the more stringent requirements shall apply.
 - D. Permits, State Licenses, and Notifications: The Contractor shall be responsible for obtaining necessary permits, variances, state licenses, and certifications of personnel in conjunction with asbestos removal, hauling, and disposition and shall provide timely notification of such actions as may be required by federal, state, regional, and local authorities. Fees and/or charges for these licenses, permits, and notifications shall be paid by the Contractor. Contractor shall use all notification forms where applicable.
1. Agency Notification: At least 10 days prior to commencement of any asbestos removal, the Contractor shall prepare written notification to EPA Region 2, to the New York State Department of Labor (NYSDOL), and all other applicable agencies having jurisdiction. In addition, the Contractor shall be required to obtain any other permits for work covered under this specification including permits required for air sampling.

TECHNICAL SPECIFICATIONS **BID# F2026-45 ASBESTOS ABATEMENT**

1.11 TERMINOLOGY: The following commonly-used terms are defined in the context of these Specifications:

- A. Asbestos Project: Work that involves the removal, encapsulation, enclosure, repair or disturbance of friable or non-friable asbestos, or any handling of asbestos material that may result in the release of asbestos fibers. For the purpose of compliance with this Part, an asbestos project shall include any disturbance of asbestos fibers, and the planning, asbestos survey (as per Subpart 56-5.1), design, background air sampling, inspection, air sampling and oversight of abatement work, cleanup, and the handling of all asbestos material subject to abatement, as well as the supervising of such activities. Installation of friable ACM shall also be considered an asbestos project. An asbestos project starts with Phase I when the planning, asbestos survey, and design work begins or is required to begin. The project shall not be considered completed until Phase II D is complete.
- B. Asbestos-Containing Material (ACM): Any material or product which contains more than 1 percent asbestos.
- C. Aggressive Air Sampling: Air monitoring samples collected while a leaf blower, fans, or other such devices are used to generate air turbulence within the work area.
- D. Air Filtration Device (AFD) - A portable local exhaust system equipped with HEPA filtration, capable of maintaining a constant low velocity air flow into contaminated areas from adjacent, uncontaminated areas and capable of maintaining a negative air pressure with respect to the adjacent, uncontaminated areas.
- E. Air Lock: A system for permitting ingress or egress to the work area while permitting minimal air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways placed a minimum of three feet apart.
- F. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time. Personal air sampling results shall be calculated to reflect the employee's eight-hour time weighted average (TWA) exposure. Area sampling results are reported directly, without calculating the TWA.
- G. Amended Water: Water to which a surfactant has been added.
- H. Asbestos Removal Encapsulant: A chemical solution used in place of amended water during asbestos removal to penetrate, bind, and encapsulate the asbestos-containing material.
- I. Authorized Visitor: SCHOOL DISTRICT's Environmental Consultant or representatives of any regulatory or other agency having jurisdiction over the project.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

- J. School District Environmental Consultant: School District agent who is authorized to exercise general contract administration and industrial hygiene inspection of the work.
- K. Certified Industrial Hygienist (CIH): One certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene.
- L. Class II asbestos work: Activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing, and siding shingles, and construction mastic. Class I asbestos work includes the removal of thermal system or surfacing materials.
- M. Competent Person: Definition and responsibilities as set down in 29 CFR 1926.1101(b) and as outlined herein.
- N. Curtained Doorway: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.
- O. Decontamination Enclosure System: A series of connected rooms for the decontamination of workers (a Personnel Decontamination Enclosure System) or of materials and equipment (Equipment Decontamination Enclosure System).
- P. Equipment Decontamination Enclosure System: A decontamination system for waste materials and equipment, typically consisting of a designated area of the work area, a washroom, and a holding area, with an air lock between any two adjacent rooms and a curtained doorway between the holding area and the non-work area. Not to be used for personnel entry/exit.
- Q. Encapsulant (Sealant): A liquid material which can be applied to ACM, and which controls the possible release of asbestos fibers from the material, either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).
- R. Encapsulation: Application of an encapsulant to asbestos-containing building materials to control the possible release of asbestos fibers into the ambient air.
- S. Enclosure: Procedures necessary to completely enclose ACM behind air-tight, impermeable, permanent barriers.
- T. Excursion Limit (EL): The EL is an airborne concentration of asbestos to which no employee shall be exposed when not using respiratory protection. The EL is 1.0 f/cc as averaged over a 30 minute period.
- U. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

- V. Friable: Any material which, when dry, may crumble, pulverized, or reduced to powder by hand pressure, or is capable of being released into the air by hand pressure.
- W. Full Facepiece High Efficiency Respirator (FFHER): A respirator which covers the wearer's entire face from the hairline to below the chin and which is equipped with a HEPA filter.
- X. Half Mask High Efficiency Respirator (HMHER): A respirator which covers one-half of the wearer's face, from the bridge of the nose to below the chin and is equipped with HEPA filters.
- Y. HEPA Filter: A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97 percent of the fibers of 0.3 micrometer or larger in diameter.
- Z. HEPA Vacuum Equipment: High efficiency particulate air (HEPA) filtered vacuuming equipment having a UL 586 filter system capable of collecting and retaining asbestos fibers.
- AA. Large Asbestos Project: Large asbestos project shall mean an asbestos project involving the disturbance, enclosure, encapsulation, repair or handling of 160 square feet or more of ACM, PACM or asbestos material or 260 linear feet or more of ACM, PACM or asbestos material.
- AB. Lockdown: Procedure of applying an encapsulant as a protective coating or sealant to a surface from which ACM has been removed in order to control and minimize airborne asbestos fiber generation that might result from residual asbestos-containing debris.
- AC. Minor Asbestos Project: Minor project shall mean an asbestos project involving the disturbance, enclosure, encapsulation, repair, or handling of 10 square feet or less of ACM, PACM or asbestos material or 25 linear feet or less of ACM, PACM or asbestos material.
- AD. Movable Object: A unit of equipment or furniture which can be removed from the work area.
- AE. Plasticize: To cover floors and walls with plastic sheeting as herein specified.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

- AF. Permissible Exposure Limit (PEL): The PEL is an airborne concentration of ACM to which no employee shall be exposed when not using respiratory protection. The OSHA PEL is 0.1 f/cc expressed on an 8-hour time weighted average (TWA).
- AG. Personnel Decontamination Enclosure System: A decontamination system for personnel and limited equipment, typically consisting of an equipment room, shower room, and clean room, with an air lock between any two adjacent rooms, and a curtained doorway between the equipment room and the work area, and a curtained doorway between the clean room and the non-work area. The decontamination system serves as the only entrance/exit for the work area.
- AH. Powered Air Purifying Respirator (PAPR): Either a full face-piece, helmet, or hooded respirator that powers breathing air to the wearer after the air has been purified through a HEPA filter.
- AI. Regulated Abatement Work Area: The portion of the restricted area where abatement work actually occurs. For tent work areas, the interior of each tent is a regulated abatement work area. For OSHA Class I and Class II asbestos abatement, the interior of the restricted area containment enclosure is the regulated abatement work area. For exterior non-friable asbestos abatement conducted without the establishment of negative air ventilation systems or containment enclosures, the entire restricted area surrounding the abatement location is considered to be the regulated abatement work area.
- AJ. Removal: The act of removing and transporting asbestos-containing or asbestos-contaminated materials from the work area to a suitable disposal site.
- AK. Small Asbestos Project: Small asbestos project shall mean an asbestos project involving the removal, disturbance, repair, encapsulation enclosure or handling of more than 10 and less than 160 square feet of ACM, PACM or asbestos material or more than 25 and less than 260 linear feet of ACM, PACM or asbestos material.
- AL. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- AM. Tent Procedure: A fire-retardant polyethylene enclosure that includes walls, ceiling and a floor as required to remove ACM, PACM or asbestos material.
- AN. Type C Respirator: A respirator which supplies air to the wearer from a source outside the work area by means of a compressor.
- AO. 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 or asbestos removal encapsulant and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

AP. Work Area: Designated rooms, spaces, or areas of the project where asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area has been sealed, plasticized, and equipped with an air lock entrance or a decontamination enclosure system. A non-contained work area is an isolated or controlled-access area which has not been plasticized.

1.12 REQUIREMENTS AND QUALIFICATIONS:

- A. Minimum Experience: The Contractor shall have experience with abatement work, as evidenced through participation in at least *two* asbestos abatement projects of complexity comparable to this project.
- B. Experience and Training: The Contractor's job supervisors, foremen, and workers shall be adequately trained and knowledgeable in the field of asbestos abatement. All personnel engaged in asbestos abatement or related activities shall have New York State DOL certifications. All phases of the work shall be executed by skilled craftsmen experienced in each respective trade. Proof of such experience shall be submitted upon request by the School District. Improperly trained, untrained, or inexperienced personnel shall not be allowed in the work area(s). Personnel shall meet minimum training and experience requirements outlined in this Section.
 - 1. The Contractor's on-site job supervisor shall have successfully completed, within the last twelve months, the NYSDOH-approved course "Supervision of Asbestos Abatement Projects" and shall be qualified as a NYSDOL-certified Contractor/Supervisor. Course must be provided by an NYSDOH-approved training provider. The supervisor shall have experience with abatement work, as evidenced through participation in at least two asbestos abatement projects of complexity comparable to this project.
 - 2. The job supervisors and foremen shall be thoroughly familiar with and experienced in asbestos removal and related work and shall meet the requirements of a competent person set down in OSHA Standard 29 CFR 1926.1101.
 - 3. All asbestos abatement workers shall be knowledgeable, qualified, and trained in the removal, handling, and disposal of asbestos material and in subsequent cleaning of the affected environment. All asbestos abatement workers shall be certified as having attended and satisfactorily completed asbestos worker training in accordance with OSHA Standard 29 CFR 1926.1101(k)(3). Course must be provided by an NYSDOH-approved training provider.
 - 4. The Contractor's job supervisors, foremen, and asbestos abatement workers shall be certified and licensed as required by the NYSDOL.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

5. Prior to commencement of work, all personnel who are to enter the work area shall be instructed in and shall be knowledgeable of the appropriate procedures for personnel protection and asbestos abatement. On-site training in the use of equipment and facilities unique to this job site shall be performed. Emergency evacuation procedures from the work area shall also be included in worker training.
- C. **Supervision Requirements:** The Contractor shall provide adequate job supervision for all phases of the asbestos abatement work.
1. The Contractor shall have a NYSDOL job supervisor present on site whenever work described in this Section is in progress. If the job supervisor leaves the site for any reason a qualified and certified supervisor, who meets the requirements of this Section and is familiar with the current status of the work, shall be designated. SCHOOL DISTRICT's Designated Representative shall be informed of the substitution. The supervisor must be familiar and experienced with asbestos removal and its related work, safety procedures, and equipment.
- D. **Worker Medical Examinations:** The Contractor shall provide medical examinations for all employees engaged in asbestos removal and disposal operations, in accordance with OSHA Standards 29 CFR 1910.134(b), 1926.1101, and applicable state regulations. The Contractor shall ensure that all employee examination results are on file in his office and available for review and are maintained in accordance with OSHA Standard 29 CFR 1926.1101 (n) (3).
- E. **Certificate of Worker's Release:** Each asbestos abatement worker, workers of other trades, or any supervisory personnel who enter the work area, or otherwise contact ACM, shall submit a Certificate of Worker's Release, as required in the Section "Submittal".

1.13 TESTING AND INSPECTION REQUIREMENTS AND RESPONSIBILITIES:

Visual inspections and air monitoring will be performed before, during, and after asbestos abatement to document airborne asbestos fiber concentrations as defined in this specification.

A. **SCHOOL DISTRICT's Responsibilities:**

1. SCHOOL DISTRICT will employ an Environmental Consultant to perform Project Monitoring and air testing. The project monitor will have the authority to approve the contractor's work, stop the contractor's work and direct the contractor to take corrective actions where required.
2. Area air samples will be collected and analyzed using NIOSH Method 7400. Air samples will be collected during each shift as required by the regulations.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

3. Clearance testing by Transmission electron microscopy (TEM) will be conducted as per AHERA regulations. Air samples will be collected to demonstrate final re-occupancy clearance for work areas within the building. The fiber concentration must comply with the specified clearance level as per AHERA and this specification. SCHOOL DISTRICT will provide for collection and analysis of one round of samples required to demonstrate clearance in each discrete work area.
 4. SCHOOL DISTRICT's Environmental Consultant will perform inspections of the work area, as specified, upon request of the Contractor.
- B. Contractor's Responsibilities:
1. TEM air samples which fail to meet the re-occupancy clearance standard shall be paid for by the Contractor. Should a delay occur, due to failure(s) of clearance air testing, all associated expenses such as TEM analysis, and the Environmental Consultant's time for additional cleaning and air testing, shall be paid by the asbestos contractor. If results of the inside work area group of air samples are unsatisfactory, recleaning of regulated abatement work area surfaces using wet methods, followed by another drying time period and then collection and analysis of an additional set (both inside and outside work area samples) of clearance air samples is required. If only the results of the outside work area group of air samples is unsatisfactory, clean-up of surfaces outside of the regulated abatement work area using HEPA-vacuums and wet-cleaning methods shall be performed prior to collection and analysis of an additional group of outside work area clearance air samples as required by ICR 56 Section 56-9.2. This recleaning/clean-up and sampling process shall be repeated until satisfactory clearance air sampling results have been achieved for all asbestos project non-exempt regulated abatement work areas throughout the entire work site.
 2. The Contractor, at his/her expense, shall provide OSHA monitoring and all other all tests required by specified applicable regulations, codes, and standards and any other tests for his/her use. The use of a testing laboratory by SCHOOL DISTRICT does not release the Contractor from providing tests required for the protection and safety of his/her employees.
 3. The Contractor shall employ an independent testing laboratory for analysis of OSHA personal air monitoring samples. The laboratory used for air sample analysis shall be successfully participating in the "Proficiency Analytical Testing (PAT) Program for Laboratory Quality Control for Asbestos." The monitoring shall be supervised by an Industrial Hygienist certified by the American Board of Industrial Hygiene (A.B.I.H.). Each testing laboratory shall be ELAP (Environmental Laboratory Accreditation Program) and NVLAP

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

(National Voluntary Laboratory Accreditation Program) certified. SCHOOL DISTRICT shall approve the contractor's testing laboratory.

4. From each work area the Contractor, at his/her expense, shall collect and analyze OSHA personal air monitoring samples. Sampling shall be repeated during each different work activity. Sample collection and analysis shall be performed using the OSHA Reference Method as outlined in 29 CFR 1926.1101, Appendix A.
 5. Results of all air monitoring performed by the Contractor shall be posted within 24 hours for regular abatement project after collection for all workers to see. A copy of the results shall be given to the SCHOOL DISTRICT's Environmental Consultant at the same time.
 6. The Contractor shall be advised whenever questions arise concerning compliance with standards of quality and completeness of the work and shall use his/her best efforts to resolve any such questions to the satisfaction of the SCHOOL DISTRICT's Environmental Consultant.
 7. Where air monitoring tests and/or inspections are specified, the Contractor shall notify SCHOOL DISTRICT's Environmental Consultant, in writing, 24 hours, in advance of the required test and/or inspection.
 8. The Contractor is responsible for ensuring the Work is complete to the level that meets the criteria of the inspection. The Contractor shall perform an inspection of the Work to evaluate completeness prior to requesting an inspection by the SCHOOL DISTRICT's Environmental Consultant.
- C. Time Requirements for SCHOOL DISTRICT's Environmental Consultant's Inspections and Testing: Where visual inspections or air testing is required to be performed by the SCHOOL DISTRICT's Environmental Consultant, the Contractor shall allow for the following response/analytical time for completion of the inspection/test.
1. Where visual inspections are required, allow 24 hours, beginning from the time the Contractor's request is received by the SCHOOL DISTRICT's Environmental Consultant, for the performance of the inspection.
 2. Where TEM clearance air monitoring tests are required, allow 24 hours, beginning from the time the Contractor's written request is received by the SCHOOL DISTRICT's Environmental Consultant, to the beginning of the air test.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

PART 2 - PRODUCTS

2.01 MATERIALS: Materials provided under this section shall be standard products of manufacturers regularly engaged in the production of the items and shall conform to OSHA Standard 29 CFR 1926.1101; EPA Standard 40 CFR 61, Subpart M; Department of Transportation Standards 49 CFR 171, 172, and 173; applicable state regulations; and requirements specified herein. Materials listed under this section "or equal" shall be provided for work under contract.

- A. Plastic: Provide fire retardant plastic of 6-mil thickness shall be provided in rolls of sizes which will minimize the frequency of joints. Fire retardant plastic sheet shall be used for plasticizing the enclosed work area, for preparation of the decontamination enclosure system, and for waste packaging.
- B. Reinforced Fire Retardant Plastic: Provide reinforced polyethylene sheet for the floor area of the decontamination enclosure system. Reinforced plastic sheet provided for this project shall be a 19 mil, 3-ply, high density flame resistant-reinforced-polyethylene sheet. Plastic color shall be opaque.
- C. Duct Tape: Duct tape shall be capable of sealing joints of adjacent sheets of plastic and of attaching plastic sheeting to finished surfaces without damage to existing finish and shall be capable of adhering under both dry and wet conditions, including use of amended water
- D. Surfactant: Surfactant (Wetting Agent) shall consist of resin materials in a water base, which have been tested to ensure materials are non-toxic and non-hazardous. Surfactants shall be installed according to the manufacturer's written instructions.
- E. Lockdown Encapsulants: Encapsulants used after asbestos removal to lockdown fugitive fibers shall carry a Class "A" fire resistance rating and shall have an ASTM E-162 flame spread index of 15 or less. A tint shall be given to the encapsulant by means of the addition of non-toxic, nonflammable colorings before application. The encapsulant shall be installed according to the manufacturer's written instructions.
- F. Caulking Sealant: Caulking sealant shall be single component, non-sag elastomer with 1600% elongation capacity. Sealant shall meet the requirements of Federal Specification TT-S-00230C, Class A Type II. Sealant shall be used to form an airtight seal around plywood barriers or temporary partitions, to seal along the seams of the decontamination enclosure system's plywood sheathing, and to seal around piping or other small penetrations of the work area. Sealant application shall be according to the manufactures written instructions.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

- G. **Foam Sealant:** Foam Sealant shall be expanding urethane Class 1 foam sealant with an Underwriters Laboratories, Inc. (U.L. 723) flame spread index of 25 or less, smoke developed index of 0, and a minimum operating temperature range between -30°F and 250°F.
- H. **Plywood:** Plywood used for temporary partitions, decontamination enclosure systems, and tunnels shall be an exterior grade and a minimum 3/8-inch thick.
- I. **Spray Adhesive:** Spray Aerosol Adhesive shall be specially formulated to stick to sheet polyethylene (3M 76, 3M 77, or equivalent).
- J. **Other Materials:** All other materials, such as lumber, plywood, tools, scrapers, brushes, cleaning materials, adhesive, nails, hardware, etc., which are required to perform the work described in this Section shall be provided. Materials and equipment shall be new or used, uncontaminated by asbestos, in serviceable condition, and appropriate for the intended purpose.
- K. **Disposal Bags:** Plastic Disposal Bags shall be a minimum of six mils in thickness. Bags shall be labeled in accordance with this Section.
- J. **Shipping Containers:** Impermeable Containers shall be suitable to receive and retain any asbestos-containing or asbestos-contaminated materials until they are disposed of at an approved landfill. The containers shall be labeled in accordance with this Section. Containers shall be both airtight and watertight and conform to DOT Standard 49 CFR 178.224. Each container shall be constructed of fiber, hard plastic, or metal, with locking, airtight lids.
- M. **Markings and Labels:** Disposal bags and shipping containers shall bear danger labels, transportation packaging labels, and generator identification information. Labels shall be permanently affixed to all bags and shipping containers containing ACM, in accordance with OSHA Standard 29 CFR 1926.1101(k)(2), DOT Standard 49 CFR Part 171 and 172, and EPA Standard 40 CFR Part 61.150(a)(1)(v).
 - 1. Danger label format and color shall conform to OSHA Standard 29 CFR 1926.200. Danger labels shall display the following legend/information:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG
DISEASE HAZARD

TECHNICAL SPECIFICATIONS
BID# F2026-45 ASBESTOS ABATEMENT

2. DOT Marking and Labels: Markings and labels shall be permanently affixed to all bags and containers containing ACM, in accordance with DOT 49 CFR 172.304 and 172.407.

- a. Markings shall display the following text:

RQ, ASBESTOS, NA 2212

- b. Labels shall be diamond shape and shall be located near the Marking text. Labels will consist of a diamond a minimum of 100 millimeters (mm) on each side with each side having a solid line inner boarder 5.0 to 6.3 mm from the edge. The label shall be white with seven black vertical stripes on the top half. Black stripes and white spaces shall be equally spaced. The lower half of the label shall be white with the class number "2" underlined and centered at the bottom. Refer to DOT 40 172.446 for label format.

3. Generator identification information shall be affixed to each DOT label format and color shall conform to DOT Standard 49 CFR 172.304. Generator identification information labels shall display the following legend/information:

GENERATOR'S NAME
GENERATOR'S 24 HOUR PHONE
GENERATOR'S FACILITY ADDRESS

- N. Reuse of Containers: If impermeable containers used to transport bagged asbestos waste to the landfill are to be reused, the empty containers shall display the following label:

RESIDUE:
LAST CONTAINED ASBESTOS RQ

- O. Warning Signs: Warning Signs shall be posted at the perimeter of the work area prior to abatement operations in accordance with OSHA Standard 29 CFR 1926.1101. Danger sign format and color shall conform to OSHA Standard 29 CFR 1926.200. The signs shall display the legend indicated below:

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE
CLOTHING ARE REQUIRED IN THIS AREA

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

- P. Mastic remover. The contractor shall use an odorless mastic remover. Manufacture and brand of mastic remover shall be approved by the Facility prior to commencing removal work.
- 2.02 EQUIPMENT:** Equipment provided under this section shall conform to applicable federal and state regulations, local codes, and the requirements specified herein.
- A. Spraying Equipment: Equipment used to apply amended water or removal encapsulant shall be of a low-pressure type to prevent disturbance of the asbestos prior to physical controlled removal. Airless spray equipment shall be provided for the application of asbestos encapsulant.
 - B. Vehicles: Trucks or Vans used for the transportation of asbestos waste shall be enclosed and suitable for loading, temporary storage, transit, and unloading of asbestos-contaminated waste without exposure to persons or property.
 - C. Fall Protection Equipment: Certified and approved equipment to be used by trained personnel when working at elevation to protect against falling from an elevated work area.
 - D. Fire Extinguisher: Type "ABC" dry chemical extinguisher or a combination of several extinguisher of NFPA recommended types for the fire hazard exposures in each extinguisher location shall be provided. Minimum size of extinguisher shall be 4-A, and 40-B:C. Supply a minimum of one extinguisher for every 1,000 square feet of floor area, with a maximum travel distance to an extinguisher of 75-feet. Supply at least one extinguisher in each decontamination enclosure equipment room, and clean room. Supply 2 additional extinguishers inside the work area
 - E. Smoke Detectors: Smoke detectors of the battery powered ionization type will be required at a rate of one per 5,000 square feet, with a minimum of one smoke detector in the decontamination enclosure clean room, and one in the work area.
 - F. Water Filtration System: A system capable of filtering and retaining particles larger than 5.0 microns in size shall be provided.
 - G. Carts: Provide watertight wheeled carts with tight fitting lids suitable for movement of non-contaminated waste or bagged asbestos waste from the decontamination enclosure system to the waste storage container or transport vehicle.
 - H. Power Tools: Provide power tools necessary to complete the Work. Power tools used directly for asbestos removal shall be equipped with a dust collection system. Attach a shroud connected to a HEPA vacuum system for capture of dust.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

2.03 WORKER PROTECTIVE CLOTHING AND EQUIPMENT: Protective clothing and equipment shall conform to OSHA Standard 29 CFR 1926.1101

- A. Protective Clothing: Workers shall be provided with sufficient sets of properly fitting, full-body, disposable coveralls, head covers, gloves, and 18-inch high boot-type foot covers. Disposable coveralls, head covers, and 18-inch high boot-type foot covers shall be constructed of material equal to DuPont "TYVEK-Type 14" or Kimberly-Clark "Kleenguard", as a minimum requirement.
 - 1. The Contractor shall provide authorized visitors and the SCHOOL DISTRICT's Environmental Consultant suitable properly fitting protective disposable clothing, headgear, hard hats, eye protection, respiratory protection, and footwear (up to four sets per 8-hour shift) whenever they are required to enter the work area.
- B. Equipment: Eye protection and hard hats required for job conditions or by applicable safety regulations shall be provided.
- C. Respiratory Protection: The Contractor shall be solely responsible for providing adequate respiratory protection at all times for all individuals in the work area. Types of respirators used shall be approved by MSHA/NIOSH for asbestos in accordance with OSHA Standard 29 CFR 1926.1101 and 29 CFR 1910.134. The Contractor shall provide a level of respiratory protection which supplies an airborne fiber level inside the respirator below 0.01 fibers per cubic centimeter (f/cc), as the minimum level of protection allowed. Determine the proper level of protection by dividing the actual airborne fiber count in the work area by the "protection factors" given below for each respirator type:

<u>Respirator Type</u>	<u>Protection Factor</u>
Air purifying: Negative-pressure respirator, High efficiency HEPA filter, Half-facepiece	10
Air purifying: Negative-pressure respirator, High efficiency HEPA filter, Full-Facepiece	50 (quantitative)
Powered air purifying (PAPR): Positive pressure respirator High efficiency HEPA filter, Full-facepiece	1000
Type C supplied air:	1000

Positive-pressure respirator,
Pressure-demand,
Full-facepiece
HEPA escape

Type C supplied air: 1000
Positive-pressure respirator,
Pressure-demand,
Full-facepiece
HEPA escape

Type C supplied air: 1000
Pressure-demand,
Full-facepiece
equipped with an auxiliary SCBA

1. The Contractor shall provide workers with individually issued and marked respiratory equipment. Respiratory equipment shall be suitable for the asbestos exposure level(s) in the work area(s), as specified in OSHA Standard 29 CFR 1926.1101, and as more stringently specified otherwise, herein.
2. During the use of supplied air systems, the Contractor shall provide authorized visitors, SCHOOL DISTRICT's Environmental Consultant, and the testing laboratory representative with individually issued and marked respiratory equipment (up to six units). Respiratory equipment shall be compatible with the supplied air system in use and shall be suitable for the asbestos exposure level(s) in the work area(s), as specified in OSHA Standard 29 CFR 1926.1101, and as more stringently specified otherwise, herein.
3. Where respirators with disposable filter parts are employed, the Contractor will provide sufficient filter parts for replacement as necessary or as required by the applicable regulation.
4. Breathing air supply systems shall conform to the USEPA NIOSH Document EPA-560-OPTS-86-001 (September 1986) entitled "A Guide to Respiratory Protection for the Asbestos Abatement Industry."
5. The Contractor shall have a minimum of two spare air hoses with connectors to permit the SCHOOL DISTRICT's Environmental Consultant or testing laboratory's representative to connect his/her assigned Type C respirator to the air system at any time without having to wait for personnel to exit the work area in order to obtain a spare hose.

TECHNICAL SPECIFICATIONS **BID# F2026-45 ASBESTOS ABATEMENT**

PART 3 - EXECUTION

3.01 DECONTAMINATION ENCLOSURE SYSTEMS:

- A. Personal/Waste Decontamination Facility: The Asbestos Contractor shall provide a **remote** worker and waste decontamination enclosure system for **large** projects in accordance with NYS Industrial Code Part 56, Subpart 56-7.5 and OSHA Standard 29 CFR 1926.1101. Entrances and exits to the decontamination units shall be secured with lockable hinged doors. Doors shall be open at all times when abatement operations are in progress.
 1. Structure: The personal/waste decontamination system enclosure shall be sized to accommodate the number of workers and equipment required for the intended purpose. The enclosure systems may be constructed of metal, wood or plastic supports covered with fire-retardant plastic sheeting. A minimum of one (1) layer of six (6) mil fire-retardant plastic sheeting shall be installed on the ceiling, and walls of the enclosure system. At least two (2) layers of six (6) mil fire-retardant reinforced plastic sheeting shall be used for flooring protection of this area. This system must be kept clean, sanitary and climate controlled at all times in conformance with all federal, state and local government requirements. This system shall remain on-site, operational and be used until completion of Phase II C of the asbestos project.
 2. Rooms and Configuration. The personal/waste decontamination system enclosure shall consist of a clean room, a shower/washroom and an equipment room connected in series but separated from each other by airlocks. There shall be a curtained doorway separation between the equipment room and the regulated abatement work area, and there shall be a lockable door to the outside. Minimum dimensions for each airlock, shower room and equipment room shall be three (3) feet wide by six (6) feet in height, to allow for adequate access to and from the regulated abatement work area. Where a remote decontamination unit is utilized at minimum two (2) extra air locks shall be constructed. One shall be constructed at the entrance to the equipment room. The other air lock shall be constructed at the entrance to the regulated abatement work area.
 3. Curtained Doorway. An assembly which consists of at least three (3) overlapping sheets of six (6) mil fire retardant plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to ensure that the sheets hang straight and maintain a seal over the doorway when not in use.
 4. Airlocks. Airlock construction shall consist of two (2) curtained doorways with three (3) alternating six (6) mil fire retardant polyethylene curtains per doorway, separated by a distance of at least three

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

- (3) feet, such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the next doorway. Minimum airlock size shall be three (3) feet wide, by three (3) feet long, by six (6) feet in height.
5. Personal/Waste Decontamination Enclosure System shall be placed as close as feasible to the Work Area and shall consist of, at least, an equipment room, a shower room, and a clean room, as follows:
 - a) Equipment Room: The equipment room shall have a curtained door-way that separates it from the work area and an air-lock that separates it from the shower/washroom. Where a remote decontamination unit is utilized, an extra air lock shall be constructed at the entrance to the equipment room. The equipment room shall be used for the storage of equipment and tools after decontamination using a HEPA-filtered vacuum and/or wet cleaning. A one-day supply of replacement filters, in sealed containers, for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement project may also be stored here. A walk-off pan filled with water shall be located in the work area just outside the equipment room for persons to clean foot coverings when leaving the work area. A drum lined with a labeled, at least six-mil plastic, bag for collection of clothing shall be located in this room. Contaminated footwear and work clothes shall be stored in this area.
 - b) Shower/Waste Washroom: The shower/waste washroom shall have two airlocks that separate it from the equipment room and the clean room. The shower/waste washroom can be utilized for decontamination of asbestos waste bags only when not in use for personal decontamination. The shower/waste washroom shall contain at least one shower, with hot and cold water adjustable at the tap, per six full-shift asbestos workers. Careful attention shall be given to the shower to ensure against leaking of any kind. The Asbestos Contractor shall supply towels, shampoo, and liquid soap in the shower room at all times. Shower/waste wash water shall be drained, collected, and filtered through a system with at least a 5-micron particle size collection capacity. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filters by large particles. Filtered water shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

- c) **Clean Room:** The clean room shall be sized to accommodate a full work-shift of asbestos abatement contractor personnel, as well as the air sampling technician and the project monitor. The clean room shall be a minimum of six (6) feet in height. Where feasible, a minimum of thirty-two (32) square feet of floor space shall be provided for every six (6) full shift abatement workers, calculated on the basis of the largest work shift. If the largest work shift consists of three (3) or less full shift abatement workers, the minimum clean room size requirement is reduced to twenty-four (24) square feet of floor space, where feasible. Benches, lockers and hooks shall be provided for street clothes. Shelves for storing respirators shall be provided. Clean clothing, replacement filters for respirators, towels and other necessary items shall be provided. The clean room shall not be used for storage of tools, equipment or materials. It shall not be used for office space. A lockable door shall be provided to permit access to the clean room from outside the regulated abatement work area or enclosure and shall be used to secure the regulated abatement work area and decontamination enclosure during non-work hours.

- B. **Waste Holding Area:** A waste holding area shall be constructed inside the restricted area. The waste holding area will be used to temporarily store the bagged or containerized waste until the waste can be transferred to a waste container or a waste transport vehicle.

3.02 PERSONNEL PROTECTION AND DECONTAMINATION PROCEDURES:

- A. **General:** The Contractor shall take all safety measures and precautions necessary to protect his/her employees and building occupants in accordance with OSHA Standard 29 CFR 1926, EPA Standard 40 CFR, Part 61, Subpart M, and applicable state and city regulations. The Contractor shall be solely responsible for enforcing personnel protection requirements.
 - 1. After the installation of the personal decontamination system, full PPE in compliance with current OSHA regulations shall be worn in regulated abatement work areas during preparation activities, for all friable OSHA Class I or Class II asbestos projects. Asbestos abatement contractor's respirator selection, filter selection, medical surveillance and respiratory training must be consistent with current OSHA regulations. Appropriate respiratory protection is also required of all authorized visitors.
 - 2. Workers or authorized visitors shall not eat, smoke, drink, or chew gum or other substances while in the work area(s) or decontamination area(s).

TECHNICAL SPECIFICATIONS

BID# F2026-45 ASBESTOS ABATEMENT

3. Contaminated worker footwear, eye protection, and hard hats shall be stored in the equipment room when not in use in the work area and, upon completion of asbestos abatement, disposed of as asbestos-contaminated waste or decontaminated for reuse.
 4. Entry to the personal and waste decontamination system enclosures shall be restricted to the asbestos contractors involved with the asbestos project, appropriately certified employees of the asbestos contractors, authorized visitors, police, fire and other public safety personnel.
 5. Asbestos workers shall not wear any jewelry, e.g., watch, necklace, etc. while in the work area or decontamination area.
- B. Worker Respiratory Protection: With approval from the SCHOOL DISTRICT's Environmental Consultant, historical airborne fiber level data may serve as the basis for selection of the level of respiratory protection to be used for the time interval prior to the Contractor establishing the eight-hour time weighted average (TWA) for an abatement task. Historical data provided by the Contractor shall be based on OSHA personal air monitoring of the "breathing zone" of his/her employees for other asbestos abatement projects, and the data were obtained during work operations conducted under workplace conditions closely resembling the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the Contractor's current operations. Documentation of aforementioned results shall be presented to the SCHOOL DISTRICT's Environmental Consultant for review of applicability. (See "Submittal, Pre-Project Information." This will not relieve the Contractor in providing personal air monitoring to determine the TWA for the work under contract. The TWA shall be determined in accordance with 29 CFR 1926.1101. After the TWA is established, the Contractor may provide respirators as presented in the Specification. The minimum level of protection for TSI and/or Surfacing Materials abatements is full face-piece Powered Air Purifying Respirator (PAPR).
1. Review material safety data sheets (MSDS) for products to be used during the work. Follow recommendations as given by the product manufacturer for personnel protection required to be worn during product application.
 2. Personal Air Monitoring Requirements: The Contractor's CIH shall be responsible for development and implementation of a personal air monitoring program in accordance with OSHA Standard 29 CFR 1926.1101, good industrial hygiene practices, and the requirements herein. Personal air monitoring shall be performed by an independent testing laboratory and supervised by the Contractor's CIH. Documentation of air sampling shall include as a minimum, calculations of minimum sample volume to achieve necessary detection limits; sampling time; sampling location (or subject);

evidence of periodic inspection of sampling equipment; documentation of daily pre- and post-calibration of sampling equipment; detailed description of worker protective devices; description of any typical environmental conditions; and a description of work practices/procedures/controls in operation during the sampling period. Documentation of sample analysis shall include, as a minimum, sample identification; total sample duration, sample flow rate; the "Limit of Reliable Quantification"; total air volume; total fibers counted (with work sheets); total fields counted; blank filter analysis; and reticule field area. Airborne fiber concentrations in fibers per cubic centimeter (f/cc) shall be calculated and reported at the 95 percent confidence level.

3. Full-shift personal exposure air sampling of workers shall be performed to establish the 8-hour (TWA) exposure. Such sampling shall be conducted for each employee (or representative group of employees, at least one sample per eight man crew) expected to evidence the highest exposure in each work area for each type of activity on the first shift that site preparation, removal, or cleanup activities occur. Similarly, 30-minute personal exposure air sampling shall be conducted during activities anticipated to produce the highest airborne concentrations to determine the Excursion Limit. Personal exposure sampling shall be repeated everyday as per protocol requirements where removal and cleanup operations are conducted for the duration of the project, or at any time that conditions indicate to the Contractor or the Contractor's CIH that the most recent personal sampling results are no longer indicative of employee exposure. PCM personal samples shall be collected and analyzed according to the OSHA Reference Method in OSHA Standard 29 CFR 1926.1101, Appendix B.

C. Personnel Entrance and Decontamination Procedures for Gross Removal Operations Utilizing NYSDOL ICR 56-11.7 for Non Friable Flooring and/or Mastic Removal at the Facility: The following entry/exit procedures shall be used for gross removal:

1. All workers and authorized visitors shall enter the work area through the worker decontamination enclosure system.
2. All individuals who enter the work area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, contractor(s), the project, each work area and worker respiratory protection employed. The site supervisor shall be responsible for the maintenance of the log during the abatement activity.
3. Each worker or authorized visitor shall, upon entering the job site, remove street clothes in the clean room and put on a clean respirator (with new filters, if appropriate) and clean protective clothing before entering the work area through the shower room and equipment room.
4. Each worker or authorized visitor shall, each time he/she leaves the work area: remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove all clothing except the respirator;

TECHNICAL SPECIFICATIONS
BID# F2026-45 ASBESTOS ABATEMENT

still wearing the respirator, proceed to the shower room; clean the outside of the respirator with soap and water while showering; remove filters, wet them, and dispose of them in the container provided for that purpose; wash and rinse the inside of the respirator; and thoroughly shampoo and wash himself/herself.

- 5 Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately. Disposable clothing of the type worn inside the work area is not permitted outside the work area.

3.03 PREPARATION OF WORK AREA: The following Paragraph "General Preparations" outlines procedures applicable to all work areas. Work procedures specific for preparing each asbestos removal area is addressed in its respective Subparagraph. If a site specific variance is approved, procedures outlined in the variance will supercede this specification.

A. **General Preparations:** The following general preparations shall be used for all work areas being abated:

1. Erect barricades; post notices and warning signs.
2. Provide and install decontamination enclosure systems in accordance with Article 3.01, "Decontamination Enclosure Systems" of this Section.
3. Seal drains and other collection devices with 6-mil plastic and plywood, as necessary, and provide a system to collect all water used by the Contractor. Collected water shall be passed through a water filtration system prior to being discharged into the sanitary sewer.

4. Ensure that the Contractor's approved Fall Protection Equipment (if applicable) is in place, in operating condition, and in operation during work described in this section.
5. Maintain emergency and fire exits from the work areas or establish alternative exits satisfactory to the local fire officials. Emergency exits and routes shall be established and clearly marked with florescent paint or other effective designations to permit easy location from anywhere within the work area. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.
6. Temporary lighting within the work area and decontamination system shall be provided as required to achieve minimum illumination levels.
7. Hand power tools used to drill, cut into, or otherwise disturb ACM shall be equipped by manufacture with HEPA filtered local exhaust ventilation.
8. Hot and cold water may not be available in all work areas. In such cases sufficient heating equipment shall be provided to maintain a necessary supply of hot water for showers.

B. Non-Friable Asbestos-Containing Floor Tile/Mastic Materials:

1. A remote personal decontamination system enclosure that complies with Subpart 56-7.5 for small projects shall be utilized. The decontamination system shall be installed or constructed before any preparatory work in the work area and before any disturbance of asbestos material. The decontamination enclosure system shall be located as close to the work area as possible. The decontamination unit may be mobile.
2. An airlock and attached washroom constructed of one (1) layer of 6 mil. polyethylene sheeting shall be attached to work area.
3. The work area, decontamination units, airlocks and dumpster shall be cordoned off with asbestos warning tape and signs at a distance of ten (10') feet where feasible and shall remain vacated except for certified workers until satisfactory clearance air monitoring results have been achieved.
4. All access areas between the work area and the decontamination enclosure system shall be restricted or cordoned off with caution tape and signage directing the traffic pattern of non-certified MTA/NYCT workers and the public while in use by certified asbestos workers.
5. All electric power in the work area shall be shut down and locked out. In the event this is not possible as per 56-7.7 (c), the live electric shall be maintained within those conduits, cables, panels and boxes as per following conditions:
 - a) All live cables, electrical panels and boxes that run through the work areas shall be wrapped with three (3) layers of 6-mil plastic sheeting. Each

layer shall be individually taped and sealed separately. All three (3) layers of polyethylene sheeting shall be left in place until satisfactory clearance air monitoring results have been obtained.

- b) Any energized circuits remaining in the work areas shall be posted with a two (2) inch high lettering warning sign which reads: DANGER-LIVE ELECTRICAL-KEEP CLEAR. The sign shall be placed on all live covered barriers at maximum of (10) ten-foot intervals. These signs shall be posted in sufficient numbers to warn all persons authorized to enter the work areas of the existence of the energized circuits.
 - d) All electrical power for the removal project shall be brought into the work area through a separate GFI panel box located outside the work area.
- 6. Critical/isolation barriers shall be constructed in the Work Area using minimum of two layers of 6-mil polyethylene sheeting and plywood (where required). Alternatively, the contractor has the option to perform the work utilizing a Tent Enclosure. If a Tent enclosure is utilized, it shall be constructed in accordance with IRC 56 Subpart 7.11 (f) (1). The Work Area shall be exhausted utilizing negative air units to achieve six (6) air changes per hour for critical/isolation barrier work areas or four (4) air changes per hour for Tent Enclosure work areas. Sufficient negative air handling equipment shall be utilized on site in order to achieve required negative air pressure within the work area (See Appendix A).
 - 7. Due to site restrictions, negative air units cannot be exhausted greater than fifteen (15) feet outside of the building receptor as per the requirements of ICR 56-7.8 (11). Therefore, negative air units shall be connected in series and exhausted outside the work area and into a plywood box. The box shall be cordoned off with proper caution tape and signage and shall be constructed of a minimum of 1' x 1' x 1' with a HEPA pre-filter covering the exhaust end. There shall be one box per negative air unit exhaust.
 - 8. A four (4) hour pre-abatement settling period is required prior to commencement of ACM floor tiles removal activities.

3.04 PRE-REMOVAL INSPECTIONS:

- A. Prior to removal of any ACM the Contractor shall notify the SCHOOL DISTRICT's Environmental Consultant and request a pre-removal inspection. Posting of warning signs, plasticizing of work area, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of SCHOOL DISTRICT's Environmental Consultant. The Contractor shall not begin asbestos removal until the SCHOOL DISTRICT's Environmental Consultant approves the work area preparations.

TECHNICAL SPECIFICATIONS
BID# F2026-45 ASBESTOS ABATEMENT

3.05 MAINTENANCE OF CONTAINED WORK AREA AND DECONTAMINATION ENCLOSURE SYSTEMS:

- A. Repair damaged barriers and remedy any defects immediately upon their discovery. Visually inspect barriers at the beginning and end of each work period.
- B. Visually inspect non-Work Areas and the decontamination enclosure system for water leakage. Check the floor below, ceiling and walls, and view beneath/or around the decontamination enclosure system, for signs of leakage. Perform the visual inspection a minimum of twice each 8- hour work shift.

3.06 REMOVAL OF ASBESTOS-CONTAINING MATERIAL: The Asbestos Contractor shall be responsible for the proper removal of ACM from the Work Area using standard abatement industry removal techniques. The Environmental Consultant or their representative shall observe the Work. Approval of the Asbestos Contractor's abatement techniques is required by the Environmental Consultant to allow for the continuance of work.

A. Removal of Non-Friable Asbestos-Containing Floor Tile/Mastic Materials:

- 1. Residual non-friable ACM shall be wet scraped by manual means and HEPA vacuumed. Materials removed shall be containerized or immediately wrapped in two (2) layers of six (6) mil fire retardant plastic sheeting and secured air tight prior to transport to the waste decontamination facility.
- 2. Asbestos containing materials will not be allowed to accumulate in the work area.

C. Additional Removal Requirements:

- 1. SCHOOL DISTRICT's Environmental Consultant shall issue a stop work order if visible emissions are detected outside the work areas and/or should the fiber count in adjacent non-work areas exceed 0.01 f/cc of air or the background count (use the greater of these two values as the reference). Work shall not resume until the condition(s) causing the increase are corrected, surfaces outside of the work area are decontaminated using HEPA vacuums or wet cleaning techniques and the Contractor receives written notice from SCHOOL DISTRICT's Environmental Consultant.

3.07 ACM WASTE PACKAGING AND LOAD OUT PROCEDURES:

- A. Packaging of ACM shall conform to OSHA Standard 29 CFR 1926.1101, DOT 49 CFR 171,172, and 173, EPA Standard 40 CFR Part 61, New York City Department of Sanitation (in relation to transport, storage, and disposal of ACM) and the requirement as heretofore specified. ACM waste shall be placed in a wet condition into properly labeled disposal bags or sealed in two layers of 6-mil plastic sheeting

TECHNICAL SPECIFICATIONS
BID# F2026-45 ASBESTOS ABATEMENT

wrapped airtight and properly labeled. Materials to be transported through a non-Work Area building space shall be placed in hard wall shipping containers for handling. Specific requirements for decontamination of waste containers, and load out through the decontamination enclosure systems is outlined below:

- B. Frequency of Waste Removal: Properly packaged and labeled asbestos waste shall be removed from the site on a daily basis. Under no circumstance shall asbestos waste be stored on site. The waste hauler and landfill shall be as indicated on the notifications to regulatory agencies.
- C. Waste Load-out Through Waste Decontamination Unit: Place asbestos waste in disposal bags. Large items not able to fit into disposal bags shall be wrapped in one layer of 6-mil thick plastic sheeting. Clean outer covering of asbestos waste package by wet cleaning and/or HEPA vacuuming in a designated part of the Work Area. Move wrapped asbestos waste to the washroom, wet clean each bag or object and place it inside a second disposal bag, or a second layer of 6-mil plastic sheeting, as the item's physical characteristics demand. Air volume shall be minimized, and the bags or sheeting shall be sealed airtight with tape.
- D. The clean containerized items shall be moved directly to the Waste Hauler's truck pending load-out to storage or disposal facilities.
- E. Workers who have entered the decontamination enclosure system from the uncontaminated non-work area shall perform load-out of containers from the decontamination enclosure holding area. Dress workers asbestos waste to storage or disposal facilities in clean overalls of a color different than from that of coveralls used in the Work Area. Ensure that workers do not enter from uncontaminated areas into the equipment washroom or the Work Area. Ensure that contaminated workers do not exit the Work Area through the equipment decontamination enclosure system.
- F. Thoroughly clean the decontamination enclosure system immediately upon completion of the waste load-out activities, and at the completion of each work shift.
- G. Labeled ACM waste containers or bags shall not be used for non-ACM debris or trash. Any materials placed in labeled containers or bags, whether turned inside out or not, shall be handled, and disposed of as ACM waste.

TECHNICAL SPECIFICATIONS
BID# F2026-45 ASBESTOS ABATEMENT

3.08 CLEANUP AND CLEARANCE TESTING OF WORK AREAS: The following clean-up procedures shall be performed during abatement.

A. Using ICR 56.11.7 Non-Friable Flooring and/or Mastic Materials

1. Visible accumulations of loose asbestos containing waste material shall be cleaned up using rubber or plastic dustpans and rubber squeegees or HEPA filtered vacuums. Metal shovels may also be used, except in the vicinity of plastic sheeting, critical barriers and isolation barriers, which could be perforated by these tools. To pick up excess water and gross wet debris, a wet-dry HEPA filtered shop vacuum dedicated to asbestos abatement may be used. This cleaning shall be done whenever there is sufficient asbestos waste material to fill a single leak-tight bag/container, or this cleaning shall be done at the end of each work shift whichever shall occur first. Visible debris shall be maintained adequately wet.
2. Work shall stop whenever excessive water accumulation or flooding is present in the area and shall not resume until the water is collected and disposed of properly.
3. Final clean-up and clearance procedures for abatement shall comply with ICR 56 Section 56-9, except that only one (1) stage of cleaning (final) is to be performed. Lockdown encapsulant use is not required.
4. A four (4) hour post-abatement settling period is required prior to commencement of final air sampling activities.
5. Air sampling and analysis on asbestos projects conducted under this Section is required. Air sampling and analysis shall then be conducted in accordance with the requirements of ICR 56 Subpart 56-4.
 - a. A minimum of five TEM air samples will be collected inside and five outside the work area to determine final air clearance re-occupancy. All TEM results must satisfy the clearance criteria for re-occupancy.
 - b. When the work area passes the re-occupancy test, all controls and seals established shall be removed.

3.09 DISPOSAL AND TRANSPORTATION OF ASBESTOS-CONTAMINATED WASTE:

- A. Storage of Containerized ACM: As the work progresses, remove sealed and labeled bags of ACM from the Work Area and place in a lockable trailer, dumpster,

or other container approved for storage or transport of asbestos waste. The waste container shall be lined with two layers of 6-mil fire retardant plastic on all sides. Asbestos-containing waste shall remain under the positive control of the Asbestos Contractor and must never be left unattended in an area or on a vehicle where unauthorized persons could gain access. Containerized ACM shall be removed from the site on a daily basis. Unless specifically approved in writing by the Owner, ACM shall not be permitted to be stored on site during non-working hours.

- B. Sealed and labeled bags or waste wrapped in two layers of plastic sheeting sealed airtight shall be used to transport asbestos-contaminated waste to the landfill. Procedures for hauling and disposal shall comply with 40 CFR, Part 61, 49 CFR, Part 171 and 172, and other applicable state, regional, and local government regulations. Procedures for removal from the Work Area and disposal of waste are outlined below:
- C. A properly completed and original "Waste Shipment Record" form shall accompany asbestos waste, which is transported to a disposal site. This form shall be signed and dated by each party who has control over the asbestos waste, and a copy retained by each party as responsibility for the waste is transferred to the next party. All original manifest forms and waste receipts shall be provided to the Architect. The Environmental Consultant shall be provided with copies of all waste manifests.
- D. Trucks hauling asbestos waste shall be totally enclosed to prevent loss or damage to waste container en-route to approved landfill. The interior of the vehicles shall be lined with two layers of 6-mil plastic.
- E. Mark with a visible warning sign during the loading and unloading of asbestos-containing waste all vehicles used to transport the waste material. Danger sign legend, text size, style and arrangement shall conform to the requirements of EPA Standard 40 CFR Part 61.149 (d) (I).
- F. Only sealed plastic bags or completely sealed items shall be deposited in landfill. Damaged, broken sealed windows or leaking plastic bags shall be resealed prior to being deposited in the landfill. Workers shall place asbestos waste in the landfill. Throwing or dumping of containers shall not be allowed. Workers unloading and handling the sealed bags/drums at the disposal site shall wear appropriate personnel protective equipment including respirators and protective clothing.
- G. After the vehicle is unloaded at the landfill, the plastic sheeting that was taped to the floor, sides and top of the truck shall be carefully removed and placed in properly labeled bags for disposal with the rest of the waste.

TECHNICAL SPECIFICATIONS
BID# F2026-45 ASBESTOS ABATEMENT

LIST OF SUBMITTALS

<u>SUBMITTAL</u>	<u>DATE SUBMITTED</u>	<u>DATE APPROVED</u>
Pre-Project Submittal:		
1. Insurance	_____	_____
2. All required bonds	_____	_____
3. List of Subcontractors	_____	_____
4. Health and Safety Plan	_____	_____
5. Proof that all required permits and variances have been obtained	_____	_____
6. Documentation of Required Qualifications of Workers	_____	_____
7. Proof of a respiratory protection program.	_____	_____
8. Proof of historic airborne fiber data.	_____	_____
9. Proof that a landfill site has been located.	_____	_____
10. MSDS of chemicals to be used on this project.	_____	_____
11. Asbestos Removal and Disposal Work Plan	_____	_____
During Work Submittal:		
1. Schedule of Work Changes	_____	_____
2. Notarized copy of weekly payroll showing a prevailing wage rate has been paid.	_____	_____

- | | | | |
|--------------------------------|---|--|--|
| 3. | A "Request For Services" form. | | |
| 4. | Results of all air monitoring performed by the Contractor (OSHA) | | |
| 5. | A certified, signed, and completed copy of each "Waste Shipment Record" form (Section 1.07) | | |
| 6. | A copy of the bound logbook | | |
| Post Project Submittal: | | | |
| 1. | A notarized "Release of Liens" | | |
| 2. | Proof of payment of prevailing wage rate | | |
| 3. | Notarized copies of a daily log. | | |
| 4. | Compilation in chronological order of all air monitoring records pertaining to this project. | | |
| 5. | Compilation of all completed and signed Waste Shipment Record forms. | | |
| 6. | Copies of notifications to applicable agencies. | | |
| 7. | Paid invoice verifications for sub-contractor (for Time and Material job), service contract agreement, insurance certificates, copies of the workers licenses, and other required submittals. | | |

APPENDIX "A"

INSURANCE

- I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the bidder(s) awarded a Contract hereby agrees to effectuate the naming of the School District as an additional insured on the bidder's insurance policies, with the exception of workers' compensation, N.Y. State Disability insurance and errors and omissions insurance.
- II. The policy naming the White Plains City School District as an additional insured shall:
- Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State, and licensed and admitted to issue insurance in New York State. **A New York licensed and admitted insurer is required.**
 - State that the coverage of the bidder(s) awarded a Contract shall be primary and non-contributory coverage for the School District, its Board of Education, employees, and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
 - Additional insured status shall be provided by standard or other endorsements that extend coverage to the School District for on-going operations (CG 20 38) or equivalent and products and completed operations (CG 20 37) or equivalent. The decision to accept an endorsement rest solely with the School District. **A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.**
 - A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form, additional details must be provided in writing.
 - If any or all components of the awarded contract have been approved and assigned to a subcontractor, the bidder(s) awarded a Contract is responsible to the School District to have the subcontractor comply with the same insurance requirements as apply to the bidder, providing a Certificate of Insurance and a copy of the endorsement naming the White Plains City School District as an additional insured for the scope of the work assigned prior to the start of any work by the subcontractor. If the bidder(s) awarded a Contract fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, the Bidder shall indemnify, defend and hold harmless the School District, its Board of Education, employees and volunteers from any and all claims for which the required insurance would have provide coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract Documents.
- III. The bidder(s) awarded a Contract agrees to indemnify the White Plains City School District for any applicable deductibles and self-insured retentions.
- IV. Minimum Required Insurance:
- ***NOTE THE BELOW INS REQUIREMENTS ARE FOR MAINTENANCE, REPAIR OR SERVICE WORK. IF YOU ARE DOING A CONTSTRUCTION/CAPITAL BID PLEASE INSERT THE PROPER INS REQUIREMENTS.
- Minimum Required Insurance:

- a. **Commercial General Liability Insurance**
 \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
 \$2,000,000 Products and Completed Operations
 \$1,000,000 Personal and Advertising Injury
 \$100,000 Fire Damage
 \$10,000 Medical Expense
 The general aggregate shall apply on a per-project basis.
- b. **Automobile Liability**
 \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. **Workers' Compensation and NYS Disability Insurance**
 Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees (per NYS WC and Disability laws). Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
- d. **Umbrella/Excess Insurance**
 \$3 million each Occurrence and Aggregate coverage.

 \$10,000,000 each Occurrence and Aggregate for high-risk activities, work at elevation (>1 story or 10 feet) and/or for service work values greater than \$1,000,000.

 Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability Auto Liability coverages.
- e. **Garage Liability & Garagekeepers Insurance (where applicable)**
 \$1 million limit for garage operations; minimum \$75,000 per vehicle for Garagekeepers liability. The policy shall include coverage for all garage operations of the service provider, including premises and operations, products and completed operations and Garagekeepers liability coverage.
- f. **ASBESTOS, LEAD ABATEMENT AND/OR HAZARDOUS MATERIALS (where applicable)**
Asbestos/Lead Abatement Insurance
 \$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations.

Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract.

If the Contractor is using motor vehicles for transporting hazardous materials, the

Contractor shall maintain pollution liability broadened coverage (ISO endorsement CA 9948), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the District of the Certificate of Completion.

- The certificate of insurance must describe the specific services provided by the contractor (e.g., carpentry, plumbing, etc.) that are covered by the liability policies.
 - At the School District's request, the bidder(s) awarded a Contract shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the bidder(s) will provide a copy of the policy endorsements and forms.
 - There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
 - No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.
- V. The bidders acknowledge that, if awarded a Contract, the failure to obtain the above required insurance on behalf of the School District constitutes a material breach of the awarded Contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the School District. The bidder(s) awarded a Contract must provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work pursuant to the awarded Contract or use of the School District's facilities. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.
- VI. The School District is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The bidder(s) awarded a Contract further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the School District but also NYSIR, as the School District's insurer.

BIDDER'S CHECKLIST

The following checklist is provided for the convenience of the bidders and is not part of the Contract Documents. Each bidder is encouraged to ensure complete compliance with all requirements of the Bid Documents. Compliance with the Bid Documents is the sole responsibility of the bidder.

*Please make sure your bid submission includes
ALL of the following **REQUIRED** forms:*

	Letter from Insurance Agent (Specification 44, page 21)
	Company Information Sheet (page 66)
	Bid Forms, including Unit Pricing Sheets (pages 67-72)
	Form of Disclosure (page 73)
	Non-Collusive Certification Form (This form MUST be notarized) (pages 74-75)
	Hold Harmless Agreement (This form MUST be notarized) (page 76)
	Iran Divestment Act of 2012 Certification Form (This form MUST be notarized) (page 77)
	Sexual Harassment Written Policy and Training Certification Form (This form MUST be notarized) (page 78)
	Bidder Not On Exclusion List Maintained By The Federal Government's System For Award Management (SAM) Certification Form (This form MUST be notarized) (page 79)
	NYS DOL Certification Form (This form must be notarized) (page 80)
	References (page 81)
	Non-Bidders Response (Only if you are not submitting a bid) (page 82)

COMPANY INFORMATION SHEET

NAME OF COMPANY: _____
Please Print

ADDRESS: _____
Please Print

Please Print

FEDERAL E.I. # _____

PHONE NUMBER: _____ FAX NUMBER: _____

NAME OF BIDDER: _____
Please Print

TITLE OF BIDDER: _____
Please Print

EMAIL ADDRESS: _____
Please Print

DATE: _____

ACCOUNTS RECEIVABLE CONTACT

NAME: _____
Please Print

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____
Please Print

SALES/SERVICE CONTACT (if different from bidder)

NAME: _____
Please Print

PHONE NUMBER: _____ CELL PHONE: _____

EMAIL ADDRESS _____
Please Print

BID FORM/PROPOSAL: BID #F2026-45 ASBESTOS ABATEMENT DISTRICTWIDE**1. On Call Asbestos Abatement Contract Unit Pricing**

MATERIAL DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1-A. Removal of Asbestos Pipe Insulation (Including Transite Pipe)		
Removal Only		
1. Up to and including 6" pipe insulation size O.D.	LINEAR FT	
2. From 6" to and including 10" pipe insulation size O.D.	LINEAR FT	
3. Greater than 10" pipe insulation size O.D.	LINEAR FT	
Replacement Only (New Non-Asbestos Insulation)		
4. Up to and including 6" pipe insulation size O.D.	LINEAR FT	
5. From 6" to and including 10" pipe insulation size O.D.	LINEAR FT	
6. Greater than 10" pipe insulation size O.D.	LINEAR FT	
1-B. Removal of Asbestos Thermal System Insulation		
(Not including wire-lathing)		
7. Removal Only	SQUARE FT	
8. Replacement only (New Non-Asbestos Insulation)	SQUARE FT	
1-C. Removal of Asbestos Thermal System Insulation		
(Including wire-lathing)		
9. Removal Only	SQUARE FT	
10. Replacement Only (New Non-Asbestos Insulation)	SQUARE FT	
1-D. Removal of Asbestos Surfacing Materials		
(Not including wire-lathing)		
11. Removal Only	SQUARE FT	
12. Replacement Only (New Non-Asbestos Insulation)	SQUARE FT	
1-E. Removal of Asbestos Surfacing Materials		
(Including wire-lathing)		
13. Removal Only	SQUARE FT	
14. Replacement Only (New Non-Asbestos Insulation)	SQUARE FT	
1-F. Removal of Asbestos Floor Tile/Covering & Adhesive/Mastic		
15(a). Removal Only -First Layer (Floor Tile & Mastic)	SQUARE FT	
15(b). Removal of each Additional Layer (Floor Tile & Mastic)	SQUARE FT	
16. Replacement Only (New Non-Asbestos Floor Tile & Mastic)	SQUARE FT	
1-G. Removal of Asbestos Ceiling Tile		
17. Removal of Tile Only	SQUARE FT	
17(a). Removal of mastic dots (4"-6" round)	SQUARE FT	
18. Replacement Only (New Non-Asbestos Insulation)	SQUARE FT	
1-H. Removal of Asbestos Suspended Ceiling Panels		
19. Removal Only	SQUARE FT	
20. Replacement Only (New Non-Asbestos Insulation)	SQUARE FT	

BID FORM/PROPOSAL: BID #F2026-45 ASBESTOS ABATEMENT DISTRICTWIDE**1. On Call Asbestos Abatement Contract Unit Pricing**

MATERIAL DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1-I. Removal of Asbestos Paint		
21. Removal Asbestos	SQUARE FT	
22. Replacement Only	SQUARE FT	
1-J. Removal of Asbestos Cable Insulation		
Removal Only		
23.Up to and including 4" cable insulation size O.D.	LINEAR FT	
24.From 4" to and including 12" cable insulation size O.D.	LINEAR FT	
25.Greater than 12" cable insulation size O.D.	LINEAR FT	
1-K. Replacement Only		
26. Up to and including 4" cable insulation size O.D.	LINEAR FT	
27. From 4" to and including 12" cable insulation size O.D.	LINEAR FT	
28. Greater than 12" cable insulation size O.D.	LINEAR FT	
1-L. Removal of Asbestos Transite Boards		
29. Removal Only	SQUARE FT	
30. Replacement Only	SQUARE FT	
1-M. Removal of Asbestos Ceramic Tiles and Adhesives/Mastic		
31. Removal Only	SQUARE FT	
32. Replacement Only	SQUARE FT	
1-N. Removal of Asbestos Roofing Materials		
33.(a) Removal of Membrane up to 4" in thickness	SQUARE FT	
33.(b) Replacement of additional Membrane layers p to 4" thickness	SQUARE FT	
33.(c) Removal of Flashing	SQUARE FT	
33.(d) Roofing Tar (i.e., parapet)	SQUARE FT	
34.Replacement Only (Membrane and Flashing)	SQUARE FT	
1-O. Removal of Asbestos Caulking /Joint Sealant		
35. Removal Only	LINEAR FT	
1-P. Removal of Asbestos Duct /Putty Seal		
36. Removal Only	SQUARE FT	
1-Q. Removal of Asbestos Window Glazing		
37. Removal Only	LINEAR FT OR SQUARE FT	
1-R. Asbestos Contaminated Clean-up Only (Unrelated to Abatement)		
38. Clean-up Only	SQUARE FT	

BID FORM/PROPOSAL: BID #F2026-45 ASBESTOS ABATEMENT DISTRICTWIDE**1. On Call Asbestos Abatement Contract Unit Pricing**

MATERIAL DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1-S. Patching of Repair of Thermal System Insulation		
39. Patching /Repair	LINEAR FEET	
40. Patching /Repair	SQUARE FT	
1-T. Pumping of Water		
41.(a) Pump, Filter, and Drain Asbestos Contaminated Water	GALLON	
41.(b) Pump and Dispose of Asbestos Contaminated Water	GALLON	
42. Pump Non-Contaminated Water	DAY	
1-U. Plywood Enclosures /Barriers - Unrelated to Abatement		
43. Plywood Barrier - Temporary	SQUARE FT	
44. Plywood - Permanent	SQUARE FT	
1-V. Emergency Orders		
45. Emergency Orders	PER ORDER	
1-W. Scaffolding (Frame=6'H x 6'L x 5'W)		
46. Scaffolding	PER FRAME	
1-X. Mobilization		
47. A. Minor Project	EACH	
48. B. Small Project	EACH	
49. C. Large Project	EACH	
1-Y. Asbestos Contaminated Dirt Clean Up		
50. Cleanup Only	SQUARE FT	
1-Z. Miscellaneous Items		
51. DOL Filing Fee	EACH	
52. DOL Variance Fee (Including DOL Fee and Labor to prepare the application)	EACH	
1-AA. Miscellaneous Items		
51. DOL Filing Fee	EACH	
52. DOL Variance Fee (including DOL Fee and Labor to prepare the application)	EACH	
TOTAL COST (Items 1 – 52)		\$ _____

BID FORM/PROPOSAL
BID #F2026-45 ASBESTOS ABATEMENT DISTRICTWIDE

2. LABOR RATES FOR AFTER HOURS PROJECTS:

TECHNICIAN RATES:

Overtime Hours Weekdays	(4:01 p.m. – 6:59 p.m.)	\$ _____ per hour
Saturday Rate _____	(12:01 a.m. – 11:59 p.m.)	\$ _____ per hour
Sunday Rate _____	(12:01 a.m. – 11:59 p.m.)	\$ _____ per hour
Holiday Rate _____	(12:01 a.m. – 11:59 p.m.)	\$ _____ per hour

NOTE: Pricing Must Follow Prevailing Wages for Westchester County, PRC# 2025015520, see page 72.

All labor must be paid at the current prevailing wage rates. Prevailing Wage Rates are subject to change annually on July 1st. Awarded vendor is responsible for meeting the wages as posted by NYSDOL July 1st every year.

3) MATERIAL MARK-UP : _____%

(Represents the percentage mark-up on the purchase of all material, supplies and equipment required to complete work outside of annual maintenance contract. Invoices must reflect Contractor wholesale cost prior to markup.)

Bids will be awarded to the lowest responsible bidder. Solely for purposes of comparing bids to determine the lowest bid, a Total for each Price will be calculated: 1) Unit Pricing Total, 2) Labor Total will be calculated using 5 hours for each Overtime, Saturday, Sunday & Holiday Hourly Rate category, and 3) Material Total will be calculated by applying the Material Mark-up % Rate to a material cost of \$5,000.00. The Unit Pricing Total, Labor Total, and Material Total will then be added together for a Grand Total. Bids will be compared based on the calculated Grand Total to determine the lowest bid. The actual units purchased, hours of services and cost of materials to be utilized will vary and no minimum is guaranteed. Payment to the bidder awarded a contract will be based on the actual hours worked, actual units purchased, and actual materials utilized and their cost.

BID FORM/PROPOSAL
BID #F2026-45 ASBESTOS ABATEMENT DISTRICTWIDE

GRAND TOTAL CALCULATION

1.UNIT PRICE TOTAL (ITEMS 1-52): \$ _____

2.LABOR TOTAL:

Total Overtime Hours, Rate x 5 Hours \$ _____

Total Saturday Hours, Rate x 5 Hours \$ _____

Total Sunday Hours, Rate x 5 Hours \$ _____

Total Holiday Hours, Rate x 5 Hours \$ _____

3.MATERIAL TOTAL: Mark-up % x \$5,000 \$ _____

GRAND TOTAL: \$ _____

Bids will be awarded to the bidder submitting the lowest responsible bid based upon total.

****Please be advised that the School District does not guarantee any volume of work (labor/materials) to be required or requested during the term of the contract.***

BIDDER CERTIFIES THEY HAVE READ BID & ARE FAMILIAR WITH ALL REQUIREMENTS & SPECIFICATIONS

Signature of Bidder: _____

Print Name of Signatory: _____

Title of Signatory: _____

Date: _____

NOTE: An invoice for work completed must contain the authorized Purchase Order Number and will not be considered ready for payment unless accompanied by a valid certified payroll. All incomplete invoices will be returned unpaid. Certified payrolls must be submitted within 30 days of work (see pages 83-84 for samples). Invoices must clearly delineate labor (date and time when work was done, number of men, number of hours and hourly rate) and material and not be lump sum quotes. ***CERTIFIED PAYROLL MUST BE ATTACHED TO EACH INDIVIDUAL INVOICE SUBMITTED FOR PAYMENT.***

Laborer - Building**12/01/2025****JOB DESCRIPTION** Laborer - Building**DISTRICT** 8**ENTIRE COUNTIES**

Putnam, Westchester

WAGES

Per hour 07/01/2025

Laborer \$ 44.05

"Base Wage" \$ 43.95**

Laborer/Asbestos & Hazardous

Materials Removal \$ 45.70*

"Base Wage" \$ 45.60**

* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

** Overtime premiums are calculated using Laborer "Base Wage"

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2025

Journeyworker \$ 33.30

Page 34

Prevailing Wage Rates for 07/01/2025 - 06/30/2026
Last Published on Dec 01 2025

Published by the New York State Department of Labor
PRC Number 2025015520 Westchester County

OVERTIME PAY

See (B, E, E2, Q, *V) on OVERTIME PAGE

*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES**LABORER ONLY**

Hourly terms at the following wage:

Level A	Level B	Level C	Level D
0-1000	1001-2000	2001-3000	3001-4000
\$ 29.50	\$ 34.05	\$ 38.60	\$ 40.00

Supplemental Benefits per hour:

Apprentices
All terms \$ 24.60

8-235/B

Laborer - Heavy & Highway**12/01/2025**

WHITE PLAINS CITY SCHOOL DISTRICT
5 HOMESIDE LANE
WHITE PLAINS, NEW YORK 10605

FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE BIDDER (add additional sheets as needed to list all):

Name

Title

1. Does any White Plains City School District Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the bidder?_____ If yes, set forth the basis upon which a financial interest exists in the bidder:

2. Has the bidder or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with the White Plains School District?_____ If yes, please describe transaction(s):

3. Does any direct relative of a member of the School District's Board of Education, an administrator, or a staff member possess any financial interest, directly or indirectly, in the bidder (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling)._____If yes, set forth below the White Plains City School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Bidder: _____

Federal E.I. #: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

WHITE PLAINS CITY SCHOOL DISTRICT

NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS
THIS FORM MUST BE SIGNED AND NOTORIZED

Bidder Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed in this Bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the New York State General Municipal Law as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award, nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons, therefore. Where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor

shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in this form shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Name and Title: _____

Sworn to before me this _____ day of _____, 20____

WHITE PLAINS CITY SCHOOL DISTRICT

HOLD HARMLESS AGREEMENT

THIS FORM MUST BE SIGNED AND NOTARIZED

It is hereby agreed and understood that the bidder agrees to hold harmless and indemnify the White Plains City School District, its Board of Education, officers, agents, servants, and employees from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

Any injury to person or property sustained by the bidder, its owners, operators, officers, directors, agents, servants, or employees, or any person, firm, or corporation employed directly or indirectly by the bidder upon or in connection with the performance of the awarded contract.

However, caused, any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error, or omission of the selected bidder, its owners, operators, officers, directors, agents, servants or employees or any person, firm, or corporation, directly or indirectly employed by the bidder upon or in connection with performance under the awarded contract.

The assumption or indemnity, liability, and loss hereunder shall survive bidder's completion of service or other performance hereunder and any termination of the awarded contract.

The bidder at its own expense and risk shall defend any such legal proceedings that may be brought against the School District, its Board of Education, officers, agents, servants, and/or employees on any claim or demand, and shall satisfy any judgment that may be rendered against the School District, its Board of Education, or any officers, agents, servants, or employees.

This indemnification, defense, and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that bidder may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the bidder.

Subscribed and sworn to before me

this ____ day of _____, _____
(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

WHITE PLAINS CITY SCHOOL DISTRICT

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded the bid if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The White Plains City School District makes a determination, in writing that the goods or services are necessary for the School District to perform its functions and that, absent such an exemption, the School District would be unable to obtain the goods or services for which the contract is offered.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

Subscribed and sworn to before me

this ____ day of _____, ____

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

Commission Expires _____

WHITE PLAINS CITY SCHOOL DISTRICT

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

Signature

Sworn to before me this
_____ day of _____, 20____

Notary Public

WHITE PLAINS CITY SCHOOL DISTRICT

**BIDDER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL GOVERNMENT'S
SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED**

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

Signature

Sworn to before me this
____ day of _____, 20____

Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Bidder only completes portion of the form above this line. The portion of this form below this line will be completed by White Plains City School District (WPCSD).

Print WPCSD Employee Name and Title: _____

Date reviewed U.S. Government's SAM's Exclusion List: _____

Bidder Name: _____

Check the one that applies:

_____ Bidder was NOT included on U.S. Government's SAM's Exclusion List
_____ Bidder was included on U.S. Government's SAM's Exclusion List

WPCSD Employee Signature: _____

**WHITE PLAINS CITY SCHOOL DISTRICT
BIDDER HAS REGISTERED WITH NYSDOL
CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED**

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder has registered with NYSDOL and has included their Contractor's Certificate of Registration with their bid documents as required by NY Labor Law Section 220-i. I also certify on behalf of the above-named bidder that if awarded a Contract, the above-named bidder will ensure that all subcontractors engaged to perform work pursuant to the awarded contract are registered in accordance with New York Labor Law Section 220-i and will submit their respective Certificates of Registration to the School District before the subcontractors commences any work pursuant to the awarded contract.

Sworn to before me this
_____ day of _____, 20____

Signature

Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Bidder only completes portion of the form above this line. The portion of this form below this line will be completed by White Plains City School District (WPCSD).

Print WPCSD Employee Name and Title: _____

Date reviewed NYSDOL Contractor's Registration: _____

Bidder Name: _____

Check the one that applies:

_____ Bidder has REGISTERED on NYSDOL Contractors List
_____ Bidder has attached NYSDOL Certification of Registration

WPCSD Employee Signature: _____

WHITE PLAINS CITY SCHOOL DISTRICT

REFERENCES

Please provide references for three (3) clients. Work performed must be similar in size and scope to this bid.

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

WHITE PLAINS CITY SCHOOL DISTRICT

NON-BIDDERS RESPONSE

BID #F2026-45 ASBESTOS ABATEMENT DISTRICTWIDE

The White Plains City School District is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders' list. If you are NOT submitting a bid, please indicate the reason(s) by checking off one or more of the items below and return this form to us.

- ☐ Unable to bid at this time but would like to receive future bid proposals
- ☐ Items or material not ____manufactured ____ distributed ____stocked ____furnished
- ☐ Materials or items we have to offer do not fully meet all the requirements of standards specified
- ☐ Multiplicity of delivery points
- ☐ Delivery quantities are too small
- ☐ We cannot meet the time of delivery of items or materials specified
- ☐ Insufficient time allowed for preparation and submission of bid
- ☐ Other reasons_____

You May remove our name from this bid list for:

- ☐ This Commodity Group
- ☐ This item of Material
- ☐ This Commodity Class
- ☐ All bids

Company

Authorized Signature

Address

Date

Name of signer

Title of Signer

U.S. Department of Labor

Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS PROJECT AND LOCATION DMB No. 1215-0149 Expires: 03/31/2003

PAYROLL NO. FOR WEEK ENDING PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
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Date _____

[illegible]

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor)

on the

(Building or Work)

; that during the payroll period commencing on the

day of

and ending the _____ day of _____.

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations. Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (49 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above periods are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contracts for the above referenced work shall be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below;

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

[illegible]

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 241 OF TITLES 31 OF THE UNITED STATES CODE	



**WHITE PLAINS PUBLIC SCHOOLS
FACILITIES & OPERATIONS
5 Homeside Lane, White Plains, NY 10605**

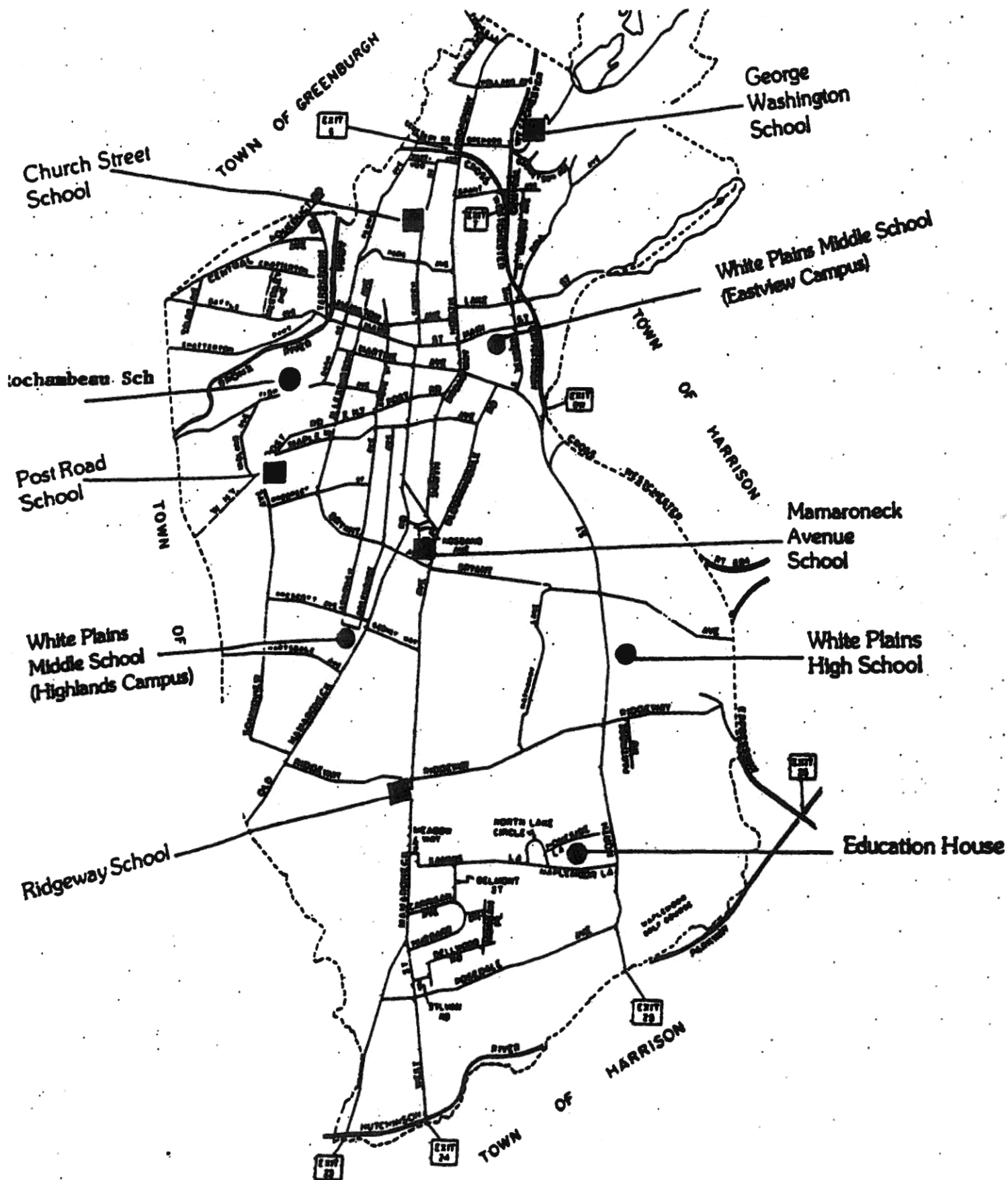
HEAD CUSTODIAN CONTACT LIST BY SCHOOL

LOCATION	ADDRESS	MAIN OFFICE	HEAD CUSTODIAN	OFFICE PHONE	CELL PHONE	EMAIL
Church Street School	295 Church St. 10603	422-2400	Marlon Munroe	422-2404	914-406-6267	marlonmunroe@wpcsd.k12.ny.us
George Washington	100 Orchard St. 10604	422-2380	Rodolfo Rivera (temporary)	422-2387	914-703-5089	rodolforivera@wpcsd.k12.ny.us
Mamaroneck Ave School	7 Nosband Ave. 10605	422-2286	Meuri Ferreras	422-2292	914-705-3099	meuriferreras@wpcsd.k12.ny.us
Post Road School	175 West Post Rd. 10606	422-2320	Willie Corredor	422-2329	914-262-5792	williamcorredor@wpcsd.k12.ny.us
Ridgeway School	225 Ridgeway 10605	422-2081	Pedro Molina	422-2085	914-329-6236	pedromolina@wpcsd.k12.ny.us
Highlands Middle School	128 Grandview Ave. 10605	422-2092	Sergio Martinez	422-2094	914-261-8524	sergiomartinez@wpcsd.k12.ny.us
Eastview School	350 Main St. 10601	422-2223	Christian Reyes	422-2416	914-406-6584	christianreyes@wpcsd.k12.ny.us
White Plains HS (Day)	550 North St. 10605	422-2182	Christopher Wilkens	422-2137	914-960-3079	christopherwilkins@wpcsd.k12.ny.us
White Plains HS (Night)	550 North St. 10605	422-2182	Antonio Moronta	422-2137	914-703-5097	antoniomoronta@wpcsd.k12.ny.us
Rochambeau School	228 Fisher Ave 10606	422-2420	Rob Dell'Orletta	422-2355	914-703-5090	robertdellorletta@wpcsd.k12.ny.us
Education House	5 Homeside Lane 10605	422-2050	Giovanni Chantre	422-2298	914-364-1750	giovannychantrel@wpcsd.k12.ny.us
Facilities & Operations	580 North St. 10605	422-2050	Rodolfo Rivera	422-2050	914-703-5089	rodolforivera@wpcsd.k12.ny.us

FACILITIES & OPERATIONS OFFICE

Director of Facilities- Xavier Hernandez	Office: 914-422-2206, Cell:914-539-1653	xavierhernandez@wpcsd.k12.ny.us
Maintenance Foreperson- Juan Guzman	Office: 914-422-2049, Cell:914-582-2525	juanguzman@wpcsd.k12.ny.us
Supervising Custodian- Rudy Rivera	Office: 914-422-2241, Cell:914-703-5089	rodolforivera@wpcsd.k12.ny.us
Admin. Assistant- Barbara Barreiro	Office: 914-422-2051	barbarabarreiro@wpcsd.k12.ny.us
Office Assistant II- Adam Torres	Office: 914-422-2359	atorres1@wpcsd.k12.ny.us
Office Assistant II – Yasmin Ramirez	Office: 914-422-2466	yasminramirez@wpcsd.k12.ny.us
Triton Construction- Robert Firneis	Cell: 914-635-0913	
Jeremy Harrison, Security	Office: 914-422-2422	jeremyharrison@wpcsd.k12.ny.us
Sandro Sansotta, Grounds	Office: 914-422-2430, Cell:914-874-3574	sandrosansotta@wpcsd.k12.ny.us

WHITE PLAINS CITY SCHOOL DISTRICT



WHITE PLAINS CITY SCHOOL DISTRICT
SAMPLE CONTRACTUAL SERVICES AGREEMENT

UPDATED 1-29-2024

2024-2025 FACILITIES CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2024 by and between White Plains City School District (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 5 Homeside Lane, White Plains, NY 10605, and _____ (hereinafter referred to as the "CONTRACTOR"), as the party of the second part, having its principal place of business at _____

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT solicited bids for Add bid # & name _____;

WHEREAS, the CONTRACTOR submitted a bid in response to the solicitation and was awarded the contract for _Add bid # & name_____ by the Board of Education of the SCHOOL DISTRICT based on its submitted bid;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement, the Documents issued by the SCHOOL DISTRICT to solicit bids for the subject of this Agreement (including but not limited to the Instructions to Bidders, Bidding Procedures and Requirements, Qualifications of Bidders, Specifications, Technical Specifications, and any Bid Addenda), the accepted portion of the CONTRACTOR's submitted bid and the Work Orders issued by the SCHOOL DISTRICT to the CONTRACTOR after the execution of this Agreement. All of the Contract Documents form the Contract awarded by the Board of Education of the SCHOOL DISTRICT to the CONTRACTOR and are as fully a part of the Contract as if all of their provisions were repeated herein and the provisions of all of the Contract Documents shall be binding upon the SCHOOL DISTRICT and the CONTRACTOR. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations, or agreements, either written or oral.

In the event of any conflict among the Contract Documents or between the Contract Documents and any applicable standard, code, statute, regulation or ordinance, the CONTRACTOR shall notify the SCHOOL DISTRICT of same, comply with the more stringent requirement and comply with the SCHOOL DISTRICT's interpretation. Where there is a conflict in quantity, unless otherwise directed by the SCHOOL DISTRICT, the CONTRACTOR shall provide the greater quantity. Where there is a conflict in quality, unless otherwise directed by the SCHOOL DISTRICT, the CONTRACTOR shall provide the superior quality.

In the event of conflicts or discrepancies among the Contract Documents, the SCHOOL DISTRICT's interpretations will be based on giving priorities in the order listed:

- the terms of this Agreement;
- Work Orders issued after execution of this Agreement;
- Bid Addenda issued prior to the opening of bids, with those of later dates having precedence over those of earlier dates;
- Technical Specifications (if any); and
- Specifications.

SCOPE OF WORK: Pursuant to Work Orders issued by the SCHOOL DISTRICT, the CONTRACTOR shall provide as described in the Technical Specifications and Specifications of the CONTRACTOR'S bid submission (which is attached hereto as Exhibit "A") as modified by any Bid Addenda (which Addenda are attached hereto in Exhibit "A1").

The CONTRACTOR represents that it has the requisite knowledge and skills to perform the Scope of Work.

It is understood that this Agreement in no way excludes the SCHOOL DISTRICT from using its own forces, or services provided by other school districts or BOCES, or in any way limits the SCHOOL DISTRICT from using other contractors to perform similar or other services.

All work performed by, and services provided by the CONTRACTOR shall be provided in strict compliance with law, in compliance with the terms and conditions of the Contract Documents.

TERM OF AGREEMENT: This Agreement shall be in effect for the period of July 1, 2024, to June 30, 2025, unless terminated pursuant to the terms of this Agreement.

EXTENSION/RENEWAL OF TERM OF AGREEMENT: The School District shall have the unilateral option of extending or renewing this Agreement on annual basis for up to two (2) additional consecutive periods of twelve (12) months, each upon the same terms and conditions as are contained in the Contract Documents.

The School District each year will consider, upon request, an increase in wage rates to conform the labor rates that are incorporated into this Agreement to any increases to the applicable New York State prevailing wage rates and inflationary increase not to exceed the Consumer Price Index for December from the New York, Northeastern New Jersey area based upon index for all urban consumers (C.P.1-U).

Said options shall be deemed to have been exercised upon formal written notification prior to the expiration of the current term of this Agreement, as previously extended or renewed (whether initial or renewal). If the School District exercises the option for the first additional twelve (12) month period, the Contract as renewed shall be deemed to include the option provision for the second additional twelve (12) month period. However, the total duration of the awarded Contract, including any option(s) under this clause, shall not exceed thirty-six (36) months.

PREVAILING WAGE: The CONTRACTOR must comply with the prevailing wage rates that are applicable to the labor and services to be provided. All wages and supplements paid to laborers performing any work pursuant to this Agreement shall be paid not less than the wages and supplements in the applicable New York State Department of Labor ("NYSDOL") Prevailing Wage Schedule, specifically "General Construction Rates" for Westchester County, Prevailing Wage Schedule _____. New York State Prevailing Wage Rates are subject to change annually on July 1st. The CONTRACTOR must comply with the wages and supplements posted by NYSDOL July 1st every year

NYSDOL CERTIFICATION OF REGISTRATION: The CONTRACTOR must comply with NY Labor Law Section 220-i and submit the required proof of registration with NYSDOL. Failure to submit the Certificate of Registration will disqualify the CONTRACTOR. All SUB-CONTRACTORS must be registered before commencing any work pursuant to this Agreement. CONTRACTOR must ensure that each and every SUBCONTRACTOR engaged to perform work pursuant to this Agreement is registered in accordance with New York Labor Law Section 220-i before commencing any work and must provide copies of each SUBCONTRACTOR's Certificate of Registration to the SCHOOL DISTRICT before the SUBCONTRACTOR commences any work pursuant to this Agreement.

PAYMENT: In full consideration for the Work performed in accordance with the Contract Documents by the CONTRACTOR, the SCHOOL DISTRICT agrees to pay the CONTRACTOR the labor and material rates set forth in Exhibit "A". The rates set forth in Exhibit "A" include all costs, expenses, overhead and profit of the CONTRACTOR and no other compensation shall be do for the work performed, unless otherwise stated in Exhibit "A". The SCHOOL DISTRICT has not guaranteed, promised, or represented that it will require any minimum amount of Work to be performed by the CONTRACTOR under this Agreement. Payment of any invoice or claim shall not preclude the SCHOOL DISTRICT from making a claim for adjustment on any item found not to have been in accordance with the Contract Documents.

INVOICES: The CONTRACTOR shall submit invoices within 30 days of performing work pursuant to a Work Order, which invoices must be supported by the following documentation:

- Invoice must reference purchase order number issued to the CONTRACTOR BY the SCHOOL DISTRICT;

- Breakdown of labor, unit costs and material costs, as awarded. Awarded labor rates shall be billed in quarter hour increments unless otherwise indicated in Exhibit "A". The hours of the authorized work ticket must match those invoiced;

- Copy of CONTRACTOR generated service ticket signed by an authorized SCHOOL DISTRICT employee;

- Certified payroll(s);

- Supporting documentation for parts, etc.; and

- Any other documentation required by the Contract Documents.

Payment will be made after receipt of an invoice with all required supporting documentation. Payment will be made to the CONTRACTOR within thirty (30) days from receipt of the final portion of the required documentation.

INDEPENDENT CONTRACTOR: The CONTRACTOR acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the SCHOOL DISTRICT. The CONTRACTOR is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement and the other Contract Documents, and its relationship to the SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. The CONTRACTOR shall not be considered as having employee status and shall not be entitled to participate in any of the SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. The CONTRACTOR shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. The CONTRACTOR shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the SCHOOL DISTRICT and its employees.

PRINCIPAL CONTACT PERSON: The principal contact person of the SCHOOL DISTRICT shall be XAVIER HERNANDEZ-DELGADO and all correspondence, reports and inquiries regarding this Agreement shall be directed to that person.

INCOME TAX DESIGNATION AND INDEMNIFICATION: The SCHOOL DISTRICT shall not withhold from sums payable to the CONTRACTOR under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The CONTRACTOR agrees that any tax obligation of the CONTRACTOR arising from the payments made under this Agreement will be the sole responsibility of the CONTRACTOR. The CONTRACTOR will indemnify the SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon the SCHOOL DISTRICT by any taxing authority based upon the SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS: The SCHOOL DISTRICT shall have the right to examine any and all accounting records of the CONTRACTOR as they pertain to the work performed pursuant to this Agreement.

COMPLIANCE WITH LAW: The CONTRACTOR understands and agrees that it is responsible for complying with all Federal, State, local statutes, rules, and ordinances applicable to the work to be performed by the CONTRACTOR including, but not limited to, the following laws:

The CONTRACTOR shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, by filing the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining a federal contract, grant or any other

award covered by 31 U.S.C. § 1352. In addition, in compliance with the Byrd Anti-Lobbying Amendment, the CONTRACTOR must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

To the extent applicable to the services to be provided and/or the materials to be supplied, the CONTRACTOR will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401, *et seq.*, and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 *et seq.*

The CONTRACTOR shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The CONTRACTOR shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the SCHOOL DISTRICT, its Board of Education, officers, agents, and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of, or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

To the extent applicable to the services to be provided and/or the materials to be supplied, the CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

To the extent applicable to the services to be provided and/or the materials to be supplied, the CONTRACTOR must comply with the requirements of 37 CFR Part 401, entitled "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and the Standard Patent Right Clauses contained in 37 CFR Section 401.14 are incorporated herein by reference and shall be deemed as part of this Agreement as if set forth verbatim herein.

SCHOOL GROUNDS & RULES: It is understood and agreed that while on school grounds, the CONTRACTOR, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT administrators and employees.

TERMINATION:

This Agreement may be terminated by the SCHOOL DISTRICT upon not less than three (3) days prior written notice should the CONTRACTOR substantially fail to perform in accordance with the terms of the Contract Documents as more fully described in Exhibit A, CONTRACTOR'S bid submission in the Specifications of the Contract Documents. In the event of such breach, if the breach is not cured within three (3) days from notice of the breach, in addition to any other rights the

SCHOOL DISTRICT may have, the SCHOOL DISTRICT shall have the right to take over the work and complete the work at the expense of the CONTRACTOR.

This Agreement may be terminated by the CONTRACTOR upon not less than seven (7) days prior written notice should the SCHOOL DISTRICT repeatedly fail to provide timely payment when all supporting documentation has been provided by the CONTRACTOR and the SCHOOL DISTRICT fails to cure its nonpayment during the notice period.

As set forth in Exhibit A, CONTRACTOR'S bid submission in the Specifications of the Contract Documents, the SCHOOL DISTRICT may at any time, at will and without cause, terminate this Agreement or all or part of any Work Order issued pursuant to this Agreement by giving fourteen (14) days' prior written notice to the CONTRACTOR, specifying the portion of this Agreement or Work Order issued hereunder that to be terminated and the effective date of termination. In the event this Agreement is so terminated in whole or in part, the CONTRACTOR shall recover as its sole remedy, payment for work which it has properly performed in connection with the terminated portion of this Agreement, or a Work Order issued hereunder prior to the effective date of termination. The CONTRACTOR has waived and forfeited all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the SCHOOL DISTRICT pursuant to this paragraph.

As set forth in Exhibit A, CONTRACTOR'S bid submission in the Specifications of the Contract Documents, the SCHOOL DISTRICT may terminate this Agreement immediately if the CONTRACTOR is excluded from participation or is otherwise ineligible to participate in any government payment program.

PAYMENT AND PERFORMANCE BONDS: If applicable and as set forth in Exhibit A, CONTRACTOR'S bid submission, in the Specifications of the Contract Documents, in a form satisfactory to the SCHOOL DISTRICT and from a surety satisfactory to the SCHOOL DISTRICT, the CONTRACTOR shall provide performance and payment bonds equal to 100% of the value as this Agreement as calculated in accordance with the Contract Documents.

INSURANCE: The CONTRACTOR shall purchase and maintain the types and amounts of insurance set forth in Exhibit A /Appendix A, CONTRACTOR'S bid submission, in the Specifications of the Contract Documents, which insurance shall comply with the terms and conditions set forth therein.

INDEMNIFICATION and HOLD HARMLESS PROVISION: To the maximum extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless SCHOOL DISTRICT, its Board of Education, officers, directors, agents, and employees as set forth in the Hold Harmless Agreement attached hereto and made a part hereof as Exhibit "A" to this Agreement. In addition to and not in limitation of the foregoing, to the maximum extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless SCHOOL DISTRICT, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding

arising from any act, error or omission, neglect or breach of duties by the CONTRACTOR or any of its officers, directors, agents, suppliers, subcontractors or employees taken or made with respect to this Agreement and/or the work performed pursuant to this Agreement.

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING PROVISION: The CONTRACTOR and in case of a joint bid each party shall certify as to its own organization, that the CONTRACTOR has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law as set forth in the Sexual Harassment Written Policy & Training Agreement attached hereto and made a part hereof the CONTRACTOR'S bid submission (which is attached hereto as Exhibit "A") to this Agreement.

NOTICES: Any notices to be given under this Agreement by either party to the other may be transmitted by personal delivery in writing, by overnight delivery service (e.g., UPS, Federal Express) or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address for written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; notices sent by overnight delivery service shall be deemed communicated as of one business day after mailed notices will be deemed communicated as of three (3) business days after mailing. Notice shall be delivered or mailed to:

NAME OF CONTRACTOR: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

**White Plains City School District
5 Homeside Lane
White Plains, New York 10605
Attention: Superintendent of Schools**

ASSIGNMENT OF AGREEMENT: The CONTRACTOR shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the SCHOOL DISTRICT.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: To the extent the CONTRACTOR needs to purchase supplies or contract with suppliers to fulfil its obligations under this Agreement, it will make commercially reasonable good faith efforts to utilize suppliers that are certified minority-owned or women-owned business enterprises ("MWBes"). To the extent subcontracting is needed and permitted by the SCHOOL DISTRICT, the CONTRACTOR will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBES. The CONTRACTOR shall retain documentation of these good faith efforts to be provided upon request to the SCHOOL DISTRICT, New York State, and/or an agency or department of the United States government for a period of not less than six (6) years following the expiration or earlier termination of this Agreement. Such commercially reasonable good faith efforts shall include but not be limited to (1) placing qualified small businesses and MWBES on solicitations lists and assuring they are solicited whenever they are

potential suppliers or subcontractors (if subcontracting is permitted by the SCHOOL DISTRICT); (2) divide total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small businesses and MWBEs; and (3) using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development agency of the U.S. Department of Commerce when seeking suppliers or subcontractors. Documentation of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) written explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) written explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in a court of competent jurisdiction in the County of Westchester in the State of New York.

SEVERABILITY: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places and circumstances shall remain in full force and effect.

NO PRIOR AGREEMENTS: This Agreement, including all Exhibits hereto, constitutes the full and complete agreement between SCHOOL DISTRICT and the CONTRACTOR, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto.

AMENDMENT: This Agreement may be amended only in a writing that is signed by both parties. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

NONWAIVER: No action or failure to act by the CONTRACTOR or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

FORCE MAJEURE: If either party to this Agreement is compelled to cease performance of its obligations because of: (i) the passage after the term of this agreement commences any laws or regulations; (ii) any legal or administrative proceedings or order or directive of any government or governmental agency, court, or administrative agency having competent jurisdiction, including but not limited to the President of the United States, the Governor of New York State, the New York State Department of Health, the New York State Education Department, the County Executive of Westchester County, the Westchester County Department of Health or any Federal or State agency, department or official of competent jurisdiction; (iii) epidemic or pandemic; (iv) fire; (v) explosion; (vi) war or act of terrorism; or (vii) natural disaster, including but not limited to earthquake, hurricane, tornado, or flood; or (viii) any other cause beyond the control of a Party (collectively, "Force Majeure Event"), then the Party so affected will, while so affected, be relieved to the extent thus prevented from performing its obligations under this Agreement. In such an event, such Party will take all reasonable measures to remove the

disability and to resume full performance under this Agreement at the earliest possible date. If any Party is prevented from performing its obligations under this Agreement in part or in full as a result of a Force Majeure Event, it will give prompt written notice to the other Party, which notice will set forth the nature of such occurrence, the steps being taken and intended to be taken to remove the disability, and an estimate of the date when full performance under this Agreement will be resumed. In the event that the CONTRACTOR is prevented from performing some or all of the work required by this Agreement as a result of a Force Majeure Event, the SCHOOL DISTRICT shall have no obligation to pay for services not performed and the CONTRACTOR shall refund any fees already paid by the SCHOOL DISTRICT for work that cannot or will not be performed as a result of the Force Majeure Event or the termination of this Agreement due to a Force Majeure Event.

AUTHORITY TO ENTER AGREEMENT: The undersigned representative of the CONTRACTOR hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of the CONTRACTOR with full legal rights, power, and authority to enter into this Agreement on behalf of the CONTRACTOR and to bind the CONTRACTOR with respect to the obligations enforceable against the CONTRACTOR in accordance with its terms.

COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. An executed counterpart transmitted by facsimile or scanned and transmitted by email, when so delivered, shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WHITE PLAINS CITY SCHOOL DISTRICT

Date:

By: _____
ASSISTANT SUPERINTENDENT FOR BUSINESS

NAME OF THE CONTRACTOR:

Date:

By: _____

Print Name: _____

Title: _____

Employer Identification # or SS: _____

BUDGET CODE:

EXHIBIT A

**ATTACH CONTRACTOR'S BID SUBMISSION
WITH PRICING/REFERENCES/INSURANCE AND FORMS:
FORM OF DISCLOSURE, NON-COLLUSIVE, HOLD HARMLESS,
IRAN DIVESTMENT, SEXUAL HARRASSMENT POLICY &
TRAINING, AND SAM CERIFICATION AND NYSDOL
CERTIFICATION FORM**

EXHIBIT A1

**IF APPLICABLE, ATTACH BID ADDENDA ISSUED PRIOR TO
OPENING OF BIDS**

SAMPLE