

# Community College *of* Philadelphia

RFP#: 9786

Description: Asbestos Abatement - West Bldg.  
4thFl

**Mandatory Pre-Bid Meeting**

Date: Tuesday 30 July 2013

Time: 11:00am

Location: West Bldg., Rm#4-37

**Bid Administrator:**

William A. Vogel

Purchasing Department, Room M1-4  
Community College of Philadelphia  
1700 Spring Garden Street  
Philadelphia, PA 19130

**Queries Due**

Date: Monday 05 August 2013

Time: 11:00am

Phone: 215-751-8903

Fax: 215-751-8935

Email: [wwogel@ccp.edu](mailto:wwogel@ccp.edu)

**Addenda to be Posted**

Date: Tuesday 06 August 2013

**Bids Due**

Date: Monday 12 August 2013

Time: 11:00am

**CC: Ellen Fernberger (HR) on RFP**

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## II. BID SOLICITATION

### Legal Notice – RFP # 9786

Community College of Philadelphia will accept bids, for work necessary to abrade asbestos containing floor tile "ACT", at it's Purchasing office M1-4, at 1700 Spring Garden Street. Total area affected is @ 12,044 sq. ft. This will be a Prevailing Wage project.

Drawings and specifications will be available on our internet web site at [www.ccp.edu/rfp](http://www.ccp.edu/rfp) as they become available. There will be a mandatory pre-bid meeting on Tuesday 30 July 2013 at 11:00am in the West Bldg., Rm#4-37 of the college, followed by a walkthrough. Proposals are due no later than **Monday 12 August 2013 at 11:00am**. Bidders must be in compliance with Federal, State, and Municipal regulations concerning Affirmative Action as well as executive order # 11246. Bids must be accompanied by a Bid Bond or Certified Check for not less than 5% of the contracted amount.

### **III. REQUIREMENTS TO BID**

#### **A. Affirmative Action Program:**

1. The Vendor shall be an equal opportunity employer and shall conform to all Affirmative Action and other applicable requirements. Accordingly, the Vendor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of person on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law. A Vendor with 50 or more employees shall provide, with its proposal, the two most recent annual Federal EEO-1 forms.

#### **B. Pre-Bid Meeting:**

1. This bid requires a mandatory pre-bid meeting. Time and date are stated on the front cover of this document. Please review specifications carefully. Questions should be addressed at the Pre-Bid Meeting.

#### **C. Hold Harmless:**

1. The Vendor agrees to indemnify, hold harmless and defend the College and its officers and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney's fees, arising out of Vendor's performance under the Agreement or as a consequence of the existence of the Agreement. Accordingly, the College shall notify the Vendor promptly in writing of any claim or action brought against the college in connection with Agreement. Upon such notification, the Vendor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in such claims or action at its own expense.

#### **D. Patent Liability:**

1. Vendors agree to indemnify, defend and save harmless the College from all suits and action of every nature and description brought against them, or any of them, for or on account of the use of patented appliances, products, or processes, and Vendor shall pay all royalties and charges which are legal and equitable, as it applies to product or service supplied under this agreement.

#### **E. Insurance:**

1. These coverage and limits are to be considered minimum requirements under the agreement and shall in no way limit the liability obligations of the successful Vendor under the Agreement. Limits are to be set in accordance with the individual Contractor scope of work. The insurance must name Community College of Philadelphia and the Construction Management Company as additional insured.
2. The Vendor shall maintain in force at all times during the term of the Agreement, with an insurance carrier acceptable to the College the following insurance:

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1.	Worker's Compensation	Statutory limits
2.	Employers liability	\$3,000,000 aggregate \$1,000,000 each occurrence
3.	Bodily Injury and Property Damage	\$3,000,000 aggregate \$1,000,000 each occurrence
4.	Comprehensive Automobile	\$1,000,000 each occurrence

**F. Insurance Termination:**

1. The companies providing the insurance shall provide written notification to the College thirty days prior to the termination of any coverage.

**G. Certificate of Insurance:**

1. Upon award and prior to the start of service, a Certificate of Insurance shall be furnished to the College in evidence of the required coverage.
2. Forward Certificate of Insurance to:

**William A. Vogel**  
Community College of Philadelphia  
1700 Spring Garden Street, M1-4  
Philadelphia, PA 19130

**H. Authority to do Business in Pennsylvania:**

1. Vendors must possess the necessary authority to do business in the Commonwealth of Pennsylvania. (Penna. Business Corporation Law, approved May 5, 1933, P.L. 364 as amended.) Proposals will not be accepted from companies not so authorized.

**I. Pennsylvania Prevailing Wage Act:**

1. Vendors must be in compliance with the provisions of the Pennsylvania Prevailing Wage Act approved August 15, 1961, Act No. 442, P.L. 987 with subsequent amendments thereto and federal minimum wage legislation now in effect. Note: This may or may not pertain to this project. Refer to wage act limitations.

**J. Pennsylvania Human Relations Act:**

1. Vendors must be in compliance with the provisions of the Pennsylvania Human Relations Act No. 222, October 27, 1955, as amended by Act No. 19, February 28, 1961, and in accordance with the provision of the Governor's Code of Fair Practice, effective June 6, 1963, and the regulations of the Pennsylvania Human Relations Commission as approved by the Attorney General July 7, 1965 in providing equal opportunities in connection with all the work performed by the Vendor.

**K. Exclusionary Membership:**

1. The Vendor agrees, in accordance with the City of Philadelphia Bill No. 336-A, an Ordinance approved by the Mayor on January 14, 1981, that is payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, in so far as such participation confers an employment advantage or constitutes or results in

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discrimination with regard to hiring, tenure of employment, promotions, terms, privileges, or conditions of employment on the basis of race, color, sex, religion, national origin or ancestry, constitutes a substantial breach of this Agreement entitling the College to all rights and remedies provided in this Agreement or otherwise available in law or equity.

**L. Bid Bond:**

1. No proposal will be considered unless accompanied by a proposal security in the form of a certified check or bank check in the amount of \$5,000 or a proposal bond for 5%, whichever is greater, of the contract rendered in favor of Community College of Philadelphia, pledging that the Vendor will enter into an Agreement with the College on the terms stated in its proposal and will furnish a performance bond as described below covering the faithful performance of the Agreement and the payment of all obligations there under.
  - a) Should the Vendor refuse to enter into such Agreement or fail to furnish the performance bond as required, the amount of the proposal security shall be forfeited to the College as liquidated damages.
  - b) If a Vendor submits its proposal with a proposal bond, a company legally authorized to conduct business in Pennsylvania must issue such surety bond. If requested, the Vendor shall prove that it has financial and technical capability, the labor, and materials necessary to perform services required.

**M. Vendor Qualifications:**

1. Responding firms must demonstrate broad capabilities and extensive in noted areas. Responding firms must provide a Statement of Qualifications including, but not limited to, the following information
  - a) Current audited financial statement including Net Worth and Working capital.
  - b) Project history listing, covering major contracts performed over the last five years, giving information such as Volume, Project Type, Architect, Owner's Contact and Local Union Affiliation.
  - c) Account history listing major contracts performed over the last five years, and local Union Affiliation.
  - d) Documentation of past history and current ability to meet established MBE/WBE requirements.
  - e) Proof of license to do business in the Commonwealth of Pennsylvania
  - f) List of any lawsuits involving the Vendor

**N. Vendor Reference:**

1. References must be for contracts similar in nature as to the service requested under this proposal.
2. Vendor is required to submit a client list, which must include:
  - a) Name of Contact
  - b) Title of the contact person
  - c) Company Name
  - d) Phone Number
  - e) Email Address
  - f) Contracted Term

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- g) Years of Service
- h) Size of the Institution

**O. Evidence of Financial Stability:**

1. Upon request the Vendor shall prove that it has financial and technical capability to provide the labor and materials necessary to perform services requested.

**IV. INSTRUCTIONS FOR PROPOSAL**

**A. Bid Format:**

1. Bids shall be submitted on the Bid Form, attached. Bids shall acknowledge the Bidding Instructions, Terms and Conditions, and Specifications sections of this BID and state that all these documents are part of their bid. No bid shall be considered if received after the date and time specified in the REQUEST FOR BID. A Bid, which is incomplete, obscure, conditional, contains additions not called for, or has irregularities of any kind, including alterations or erasures, may be rejected as non-responsive.

**B. Bid Date:**

1. Vendors are to submit an original and two (2) copies of their proposal in an envelope marked RFP # 9786 on the front, or mail to:

**Attention: Bid Administrator: WILLIAM A. VOGEL**  
**RFP # 9786**  
COMMUNITY COLLEGE OF PHILADELPHIA  
PURCHASING OFFICE, M1-4  
1700 SPRING GARDEN STREET,  
PHILADELPHIA, PA 19130

2. Vendor may email their bid so that it arrives on time, however the original must arrive at the office no later than 3 business days after the due date.
3. Bids will be accepted until 11:00am on Monday 12 August 2013.

**C. Bid Record Keeping:**

1. Bids will become a part of the College's official files without any obligations on the College's part.

**D. Tax Exemption:**

1. Community College of Philadelphia is exempt from all taxes imposed by the Internal Revenue Service under Chapter 32 of the Internal Revenue Code.

**E. Pennsylvania Sales Tax:**

1. Community College of Philadelphia is exempt from provisions of fair trade laws and the Pennsylvania sales tax. The Sales and Use Tax Regulation provides that exemption certificates are not required for sales made to Instrumentality's of the Commonwealth. Exemption or certificates will not be issued.

**F. Affirmative Action:**

1. Community College of Philadelphia is an Affirmative Action/Equal Opportunity Employer and encourages minority and women-owned organizations to quote.

**G. Queries/Addenda:**

1. Questions other than those addressed at the Pre-Bid Meeting should be directed to: William A. Vogel, Purchasing, fax number 215-751-8935; clarifications to the bid documents, requested by Vendors must be in writing no later than Monday 05 August 2013 at 11:00am. All parties will be contacted with the explanation. All such interpretations will be in the form of written addenda to the bid documents no later than Tuesday 06 August 2013. Any such addenda will be emailed followed by via U.S. Post Office. All addenda shall become part of the bid/contract documents. Bids shall acknowledge addenda on the form provided and cost shall be reflected in the Bid. If no form provided, Vendor must acknowledge addenda on their response proposal.
2. In case any Vendor fails to acknowledge receipt of any such addendum in the space provided in the Bid Form, its bid will nevertheless be construed as though the addendum has been received and acknowledged, and the submission of its bid will constitute acknowledgement of the receipt for same.

**H. Content of Bid:**

1. Each Vendor by making their proposal represent that they have read and understand the request for bid and the specifications; and that they have visited the site and have familiarized themselves with the local conditions under which the work/product is to be performed; and that their bid (proposal) is based upon the labor and materials required to perform the work.

**I. Additional Warranty:**

1. The Vendor by submitting its proposal agrees that the following clause or similar wording is in the quotation "In addition to all other warranties expressed or implied in law, the Vendor will conform to all applicable specifications, drawings, samples, symbols, or other descriptions furnished by the Buyer, and will be of good material or workmanship and free from defects. In case any such item shall be defective or otherwise not in conformity herewith, Vendor at Buyer's option and in addition to all other remedies of Buyer, either credit Buyer for any such non conformity or defects or, at Vendor's expense replace, repairs, or correct any such article".

**J. Total Cost:**

1. Bids are to show total cost to Community College of Philadelphia for the service specified. Should Vendor notice obvious omissions on the part of Community College of Philadelphia in the outline of services, such omissions should be included and noted in Vendor's response proposal. Hidden cost(s) revealed during the performance of contract will be construed as misrepresentation of service and may avoid award of Contract, at the discretion of the college. All quotes are to be F.O.B. Destinations.



**K. Authorized Individual:**

1. Indicate the name of the account manager and the individual authorized to execute this agreement. An authorized officer of the Corporation is to sign the Affidavit of Verification of Bid (insert provided) and attach to your proposal.

**L. Alternate Bids:**

1. The College will consider alternate bids offering economies; however, these proposals must be in addition to your quotation as outlined in this request.

**M. Cancellation:**

1. The College reserves the right to cancel the Bid Process at any time.

**N. Waive Technicalities:**

1. Community College of Philadelphia reserves the right to accept or reject proposals in whole or in part, waive technicalities and to make awards deemed in the best interests of the College.

**O. Acceptance of Proposals:**

1. It is understood and agreed that the College reserves the right to reject any and all bids, or any part of a bid, if it deems it to be in the best interest of the College.
2. The College reserves the right to waive any informality in any bid when such waiver is in the best interest of the College.
3. The acceptance of the successful proposal requires approval of the Board of Trustees of the College on contracts \$100,000.00 and over.

**P. Definitions:**

1. **Addendum** – A modification of the Bidding Instructions, Bid Bond, Bid Form, Performance & Payment Guarantee Bond, Agreement, General Conditions, Special Conditions or Specifications or any other contract documents issued by the College and distributed to prospective Vendors prior to the date and time set for the receipt of the bids.
2. **Affidavit of verification of Bid** – Document which legally binds the corporation/firm, as it documents that an “Authorized” individual of firm or corporation has the right to submit the bid proposal. Must be notarized.
3. **Bid** – The written offer of the Vendor to enter into the Agreement with the College.
4. **Vendor** – Any individual, partnership, or corporation submitting a bid in accordance with the Bidding Instructions.
5. **Bid Bond** – Form of surety in order to guarantee a legitimate offer is put before the college for consideration of a particular contract. Subject to forfeiture for early withdraw of an offer.
6. **Bidding Administrator** – The individual designated by the College and identified in the Request for Bid or in an addendum authorized to solicit and receive or reject bids for this contract, to conduct the Vendor’s conference and site inspection, to receive and answer any questions regarding the bidding documents, and to issue any addenda to the bidding documents.

7. **Bidding instructions** – The section which describes method of preparation and bid submission and award of contract together with other information of value to prospective Vendors.
8. **The College** – Community College of Philadelphia.
9. **Payment & Performance Bond** – Forms of surety to guarantee performance of the contract in adherence to the terms and conditions of same, and a guarantee that all incurred debt by Vendor in regard to this contract is paid. Bonds shall not be released until accepted completion of contract and successful Vendor has provided verification that subcontracted debt has been paid.
10. **Mechanic Waiver of Lien** – Form which releases a person's or entity's mechanic's lien or right to assert a mechanic's lien against Owner. Goods and or services sold to Owner are free of claim and encumbrance.
11. **Work** – For the purpose of this project, the term Work shall be interpreted to mean and not be limited to: all labor, supervision, tools, materials, equipment, unloading, scaffolding, cranes, hoisting, storage, temporary facilities, temporary shoring, bracing and planking, as required unless listed in the exclusion section of the individual contractor scope of work.

## V. TERMS AND CONDITIONS

### A. Use of Community College's Name:

1. At no time shall the Vendor use the name of Community College of Philadelphia in making contracts with suppliers.
2. Vendor shall make all contracts in its own name, and Vendor alone shall be responsible for their purchases and contracts.
3. The College at no time and for no reason shall be responsible for any goods purchased by the Vendor, or for any other obligations or liabilities assumed or created by the Vendor.
4. It is to be understood specifically that the Vendor shall not set or hold itself out to be an agent for the College, and nothing herein shall be construed as creating the relationship of partners, a joint venture, or agency.

### B. Price Changes:

1. All services must be rendered to the College at the prices quoted. Proposals containing reservations to pass on possible price changes will be rejected.
2. All proposals must be effective for a period of 90 calendar days.

### C. Hazardous Chemicals:

1. The Vendor shall supply the College with the appropriate MSDS' for all hazardous materials supplied by Vendor, prior to their introduction on site.
2. The College reserves the right to reject or accept in whole or part any material proposed for use in the College.

### D. Equipment Installation:

1. Items of equipment purchased on the basis of being delivered and installed will require the successful Vendor to fulfill all facets of installation such as electrical, plumbing, fastening, etc., and will require the successful Vendor to supply all

materials, tools, equipment, transportation, labor supervision, etc., which are required to complete the installation in an approved and acceptable manner.

**E. Equipment Status:**

1. All items delivered and / or installed shall be guaranteed to be NEW and FREE of defects.
2. RECONDITIONED equipment may be used for repair or replacement where full functionality can be restored. Reconditioned equipment can only be used with prior knowledge and consent of CCP. Such reconditioned equipment must have a written warranty equivalent to a new and similar piece of equipment.
3. The successful Vendor shall replace any delivered and/or installed item found to be defective within the period of warranty. Vendors are required to state the warranty, period for each item listed, if applicable.

**F. Approved Equal Requirements:**

1. Vendors quoting "OR APPROVED EQUAL" items shall provide the College with descriptive literature, catalog tear sheets, drawings, detailed specifications, etc., and any other information on which to base an impartial evaluation by the College. The Vendor must be prepared to provide a sample to demonstrate the "OR APPROVED EQUAL" item.

**G. Order Format:**

1. Orders with the Vendor will be in the form of a purchase order issued by the College. The Purchasing Order may reference an AIA Agreement.

**H. Payment:**

1. Payment for purchases made by the College is expected to be made within 30 days after equipment / service is received and accepted by the College.

**I. Payment with Delayed Installation:**

1. When equipment involves installation, which shall be interpreted to mean erection and/or setting in place, testing, or making final connection, payment will be processed only following completion of installation. Where delay in such installation is attributable solely to the College, partial payment may be made on the basis of 50% of the price Quote, and the balance upon completion. This will not preclude the College from taking advantage of prompt payment discounts.

**J. Termination:**

1. Notwithstanding the term of this agreement, The College on written notice can terminate at any time by certified mail with return receipt with not less than thirty (30) days prior notice.

**K. Waiver of Liens:**

1. The successful Vendor shall be required to furnish the College a Waiver of Liens within 10 calendar days after the award.

**L. Work Stoppage:**

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1. The selected Vendor shall be wholly responsible for any relations with appropriate trade unions involved in the work.
2. In the event there shall be a delay or any work stoppage on the College's property resulting from a labor dispute or union activity, the Vendor will take whatever action may be necessary to insure re-commencement of work within 24-hours.
3. The selected Vendor shall be responsible for any and all delays claims arising by reason of labor disputes or relations or union activities if the same shall result from failure to comply with its duties as outlined above.

**M. Work Stoppage by College:**

1. In the event of a work stoppage or strike by the College employees, and such work stoppage or strike interferes with normal operations on College premises, neither party shall be liable for failure to perform.

**N. Performance & Payment Bond:**

1. The successful Vendor shall be required to furnish the College a surety performance & payment bond in the amount of the contract within 10 calendar days after the award.
2. Failure to provide this surety performance & payment bond with the prescribed period of time may result in the forfeiture of the proposal surety bond and nullify the award.
3. Companies legally authorized to conduct business in the Commonwealth of Pennsylvania shall issue bonds, which are acceptable to the College.

**O. Contractor/Vendor Safety:**

1. All personnel shall regularly utilize OSHA approved personal protective equipment appropriate to the work performed.
2. If engaged in any electrical work, contract personnel shall utilize OSHA approved Lock Out/Tag Out procedures and equipment to prevent exposure to them, or to employees, students or invitees of the College from hazardous electrical energy.
3. In addition to items specified above, all contract personnel shall comply with OSHA regulations during their work on College premises.

## **VI. CRITERIA FOR AWARD**

- A. The Vendor must be present at the Pre-Bid Conference and Site Inspection.**
- B.** Compliance with the request for bid. It is imperative that all the required information be included with the bid. Failure to include this information may render the proposal non-responsive.
- C.** Award will be made to the most "responsible Vendor". The College may evaluate proposals and award a contract without discussion with the respondents. The College may ask for clarifications of minor issues in the proposal and the Vendor agrees to provide this information in the time period requested by the College or have their proposal deemed non-responsive.
- D.** The Bid Administrator may waive any informalities or irregularities of bids.
- E.** Criteria to be used in evaluating "responsible Vendor".
  - 1. Qualification Statement
  - 2. Depth and breadth of experience of the firm
  - 3. Capacity of firm to service the College account (management reports, availability of staff and supervision and support staff).
  - 4. Effectiveness of staff at comparable sites
  - 5. Financial stability of firm
- F.** All proposals will be evaluated in light of the above criteria with the final award being made to the firm who best meets the needs of the College. While price will be an important factor in the selection process, it will not be the only factor.

## **VII. EXECUTION OF CONTRACT**

- A.** Within ten (10) calendar days after award of contract, Vendor will furnish insurance documents as required within this request for proposal.
- B.** The Contract will be in the form of an AIA Contract.
- C.** Withdrawal of Bids:
  - 1. No bid can be withdrawn after it is submitted unless the Vendor makes the request in writing to the Bidding Administrator, and such request is received before the day and time set for receipts of bids.
  - 2. No bid can be withdrawn for a period of **90 days** after the date and time set for receipt of bids.

## **VIII. GENERAL COLLEGE INFORMATION**

- A.** Description of Facilities
  - 1. Community College of Philadelphia is the owner of properties located at 1700 Spring Garden Street, Philadelphia, PA 19130, identified as:
    - a) Mint Building
    - b) West Building
    - c) Bonnell Building
    - d) Winnet Building
    - e) Gymnasium Building
    - f) The Center for Business and Industry Building
    - g) The College also operates a parking garage and a sports deck on 18<sup>th</sup> Street.

2. These facilities are utilized for administrative and instructional purposes. The location is bordered by Spring Garden Street on the North, 16<sup>th</sup> and 18<sup>th</sup> Streets on the East and West sides respectively, and Callowhill Street on the South.
3. The College also owns Regional Center facilities located:
  - a) 4725 Chestnut Street
  - b) 1300 West Godfrey Avenue
  - c) 12901 Townsend Road

## **IX. STATEMENT OF AFFIRMATIVE ACTION COMPLIANCE**

- A. Each Contractor and Subcontractor shall include the following affirmative action clause in each of its covered government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):
- B. Affirmative Action for Disabled Veteran and Veterans of the Vietnam Era.
  1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veteran and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to local office regarding employment openings and hires as may be required.
- C. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraph (2) and (3).
  1. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment opening does not require the hiring of any particular job applicant or from any particular group of job applications, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

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2. The reports required by paragraph (B.2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office, or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) The number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
3. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
4. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
5. The provisions of paragraph (B.2), (1), (2), and (3) of this clause do not apply to openings which the Contractor proposes to fill from within its organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
6. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement or openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to nation security, or where the requirement of listing would otherwise not be for the best interest of the Government.
  - a. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of the public employment offices with assigned responsibility for serving the area where the

employment opening is to be filled, including the District of Columbia, Guan, Puerto Rico, and the Virgin Islands.

- b. "Openings which the Contractor proposes to fill from within its own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
  - c. "Opening which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representative of its employees.
- 7. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - 8. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - 9. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
  - 10. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
  - 11. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each (subcontractor or vendor). The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## **X. OPERATIONAL PROCEDURES & SUPPLEMENTAL SPECIAL CONDITIONS**

These Community College of Philadelphia Supplemental Special Conditions are an extension of the A201/CMA Contract Documents. This document applies to all Contracts and is subject to modification or a revision in individual Contract Scope of Work.

### **A. Contract Documents**

- 1. Conflicts or discrepancies among the contract Documents shall be resolved in the following order of priority:



- a) The Agreement
  - b) Amendment and revisions of later date take precedence over those of earlier date;
  - c) The Supplementary Conditions
  - d) The General Conditions
  - e) Drawings and Specifications; drawings govern specifications for quantity and location, and specification govern drawings for quality and performance. In the event of ambiguity in quantity or quality, the greater and the better quality shall govern.
  - f) Figured dimensions govern scale dimensions and large scale drawings govern small scale drawings.
  - g) Submittals
2. Contract Documents show design intent and do not necessarily indicate or describe all work required for full performance and completion of the work. The Subcontractor is responsible to review all Contract Documents and provide all items necessary for the proper installation or operation of the work. In the event an item is not shown or specified and is required for the proper installation or operation of the work, this contractor shall include the cost of the most expensive case that can be inferred by the Contract Documents. The Owner shall have the final decision concerning Document discrepancies.

#### **B. General Requirements**

1. Storage of Materials: All materials and equipment shall be stored on-site at a place in a way designated by the Owner. No materials shall be removed from the job site by the Contractor for any reason, except where specifically authorized, in writing, by the Owner. All materials shall be inventoried by the Owner and Contractor as soon as possible after the delivery. Any items lost or stolen as a result of not being secured shall be the responsibility of the Contractor to replace. All materials shall be maintained in dry condition unless otherwise specified within the Contract Documents.
  - a) The Contractor shall be responsible for providing dry storage. Tarpaulins shall be supplied by the Contractor and will be required for protection of all materials.
2. Dumpsters: This Contractor is responsible to deposit daily all rubbish and debris created during the day by his work force into an exterior dumpster at grade level provided by others unless specifically included as part of the individual Contract Scope of Work. Housekeeping must be performed on a daily basis. The Contractor will cooperate with the Owner to keep areas of the project clean on a daily basis.
  - a) Cleaning and removal of all non-hazardous debris to the dumpster shall be performed at the end of each shift by laborers provided by this Contractor. The dumpster will be located outside of the building, at the direction of the Owner.
3. Temporary Electric: Temporary electric will be provided by the Owner unless otherwise specified in an individual Contract Scope of Work.
  - a) Cost of current will be paid for by the Owner. Contractors are requested to minimize consumption.
  - b) The Contractor shall bear all costs if any for the connection of its equipment to the available power supply.
4. Temporary Water: The water at the existing building will be available to the Contractor.

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- a) Cost of water will be paid for by the Owner. Contractors are requested to minimize consumption.
- b) The Contractor shall bear all costs for the connection of its equipment to the available water supply.
- 5. Parking:
  - a) Parking cannot be provided
  - b) Street parking may be available
  - c) No vehicles will be allowed to block truck doors or the lobby entrance
- 6. Site Conditions Prior to Commencement:
  - a) It shall be the responsibility of the Contractor to arrange an inspection of the job site with the Owner.
  - b) All necessary work permits must be obtained before work begins
- 7. Final Inspection and Training:
  - a) The representative of the Contracting firm shall notify the Owner when he is within five (5) working days of completing a particular project unless otherwise noted in an individual Contract Scope of Work.
  - b) A final inspection team consisting of the Owner, a Representative of the Contracting Firm, and the contractor's Job Foreman, shall inspect the work.
  - c) Any defects noted in the work during the course of the final inspection shall be corrected to the satisfaction of the Owner within 10 working days and prior to the removal of the contractor's equipment from the job site unless otherwise noted in an individual Contract Scope of Work.
  - d) In addition, the Owner, at his/her discretion, may withhold final payment or a portion thereof until all defects are corrected to his/her satisfaction.
- 8. Submittals:
  - a) All submittals must be received by the Owner within two weeks of Contract Award unless otherwise noted in an individual Contract Scope of Work.
  - b) A letter of transmittal must be attached to all submittals.
    - 1. The Transmittal letter and all submittals shall include the name of the Project, the name and address of the Contractor, Vendor, material supplier, the specification section relating to submissions, and the date submitted.
  - c) Submittals must be complete; partial submittals will not be accepted.
  - d) "Reviewed" or "Make-Corrections-AS-Noted" submittals need to be resubmitted unless requested by the Owner.
  - e) All disapproved submittals must be corrected, re-submitted and received by the Owner within one week of receipt so as not to delay the Work.
  - f) All revisions must be clouded.
  - g) Materials may be released for fabrication when marked "Reviewed" or "Make-Corrections-As-Noted".
    - 1. Shop Drawings – Contractors shall submit one (1) reproducible sepia transparency plus four (4) prints bearing the Contractor's stamp and signature certifying completeness and compliance with the Contract Documents. Each submission

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shall be accompanied by the form entitled "Submittal Cover Sheet".

2. Samples – Submit three (3) samples of each item required by the Specifications. Samples will not be returned unless specifically requested by the Contractor.

- h) The sepias when returned by the Owner will be retained by the Owner. One print will be returned to the Contractors.

1. Brochures and Descriptive Literature – Submit six (6) copies of all brochures, materials, and equipment cuts and descriptive literature. One (1) copy will be returned to the Contractor.

9. Permits:

- a) The Contractor shall obtain and pay for all permits which are applicable to the work and conform to all rules and regulations of any authority having jurisdiction over the work.

10. Time Schedule:

- a) The Contractor shall submit, within seven (7) days after being awarded the Contract, a detailed "Time Schedule" to the Owner showing individual tasks, preferred sequence and duration of each task.
- b) All work under this Contract must follow the start and completion schedule as set forth in the "Project Schedule" prepared by the Owner.
- c) Normal working day hours:
  - i. Weekdays – 7:00 a.m. – 3:30 p.m.
  - ii. Weekends – Same

11. Entry into Building:

- a) Entry into building shall be in accordance with existing entrances that are designated for use during construction.
- b) Access to individual spaces outside of a Contractor's Scope of Work will be permitted only after the specific authorization by the Owner.

12. Safety:

- a) The Contractor must carefully review, and assure all his employees and subcontractors working at this jobsite are aware of OSHA Safety Standards and Contract Safety Policy prior to the work.
- b) The Owner will fully enforce all OSHA Safety Standards, including but not limited to:
  1. Inspect all equipment arriving on site to ensure all safety features; back-up alarms, overhead safety, etc., are operating properly.
  2. Ensure all personnel adhere to wearing all safety protection items required for the safe a removal of demolition materials; hard hats, eye protection, work boots, hearing protection, work gloves, dust masks, etc.
  3. Ensure all safety barricades, flags, caution tape, signage etc., are in place daily prior to starting work.
  4. Hold weekly safety meeting with all on-site personnel and an Owner's Representative present.
  5. File daily inspection report with Project Superintendent.
  6. Provide copy of Company's safety policy.
  7. Provide fire watch personnel and equipment. Fire watch must be maintained for a minimum of three (3) hours after burning operations that day.

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8. Contractor acknowledges that it shall provide all safety personnel required by referenced safety standards.
9. Contractor acknowledges requirement for 100% fall protection.

13. Equal Opportunity Participation Goals

Construction Workforce:

City of Philadelphia Resident	Minorities	Females	Disabled
35%	25%	10%	02%

Contracts:

Contractors	Minority Owned	Female Owned	Disabled Owned
Professional Services	25%	10%	02%
Construction Contractors	25%	10%	02%
Services & Outfitting Providers	25%	10%	02%

**XI. SCOPE OF WORK , TECHNICAL SPECIFICATIONS & DRAWINGS**

All are found in Appendix #1

## XII. AFFIDAVIT OF VERIFICATION OF BID

Vendors by making their proposal represent that: They have read and understand the Bid documents and their proposal is made in accordance therewith. Their proposal is based upon all of the requirements of this REQUEST FOR BID #9786. Vendor's proposal is effective for 90 days after the due date. Attach complete proposal and supporting documents according to requirements in the Bid including but not limited to the items listed herein.

- ☐ Affidavit of Verification of Bid
- ☐ Statement of Affirmative Action Compliance Form
- ☐ Bid Form
- ☐ Bid Bond
- ☐ Candidate's Qualification Statement
- ☐ Financial Record
- ☐ Updated W9
- ☐ Client References (minimum of three)

By Firm of Corporation (Please indicate)

Company Name	
Address 1	
Address 2	
City	
State, Zip Code	

Name of Individual	
Title	

Being duly sworn, says: I am an agent of:

(Company Name)	
----------------	--

The firm/corporation described in and who executed the foregoing proposal and several matters described therein stated are in all respects true. I am authorized to make this affidavit on behalf of my firm, and its owner, and officers.

I reside at	
In the city of	

Community College of Philadelphia  
1700 Spring Garden Street, M1-4  
Philadelphia, PA 19130

Signature of person verifying bid	
Date	
Witness, Notary Signature	
Seal	

**"Note: This document must be completed, signed, notarized, and returned with your bid"**

**XIII. MACBRIDE PRINCIPLES, SLAVERY ERA BUSINESS & EXCLUDED PARTIES**

**AFFIDAVIT**

ON THE \_\_\_\_ day of \_\_\_\_\_ 2010, before me, the undersigned Officer, personally appeared \_\_\_\_\_ who is the \_\_\_\_\_ of the company known as \_\_\_\_\_ (the "Contractor"), and who, being duly sworn according to law and intending to be legally bound, certified and represented that the following statements are true and correct:

**I. MacBride Principles**

A. In accordance with Section 17-104 of The Philadelphia Code (the "Code"), (1) the Contractor (including any parent company, subsidiary, exclusive distributor or company affiliated with Contractor) does not have, and will not have at any time during the term of the Contract (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland, and (2) no product to be provided by Contractor under the Contract will originate in Northern Ireland, unless the Contractor has implemented the fair employment principles embodied in the MacBride Principles.

B. In the performance of the Contract, the Contractor will not utilize any suppliers, subcontractors or sub-consultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (2) who will provide products originating in Northern Ireland unless said supplier, sub-consultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles.

II. **Slavery Era Business.** In accordance with Section 17-104 of the Code, Contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records are as follows \_\_\_\_\_

[INSERT NAMES OR IF NONE, INSERT NONE]. \_\_\_\_\_

III. **Excluded Parties.** Contractor and its principal employees are not listed on the General Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs nor has Contractor or its principal employees been debarred, suspended or otherwise excluded or declared ineligible from contracting with the United States of America, the Commonwealth of Pennsylvania, the City of Philadelphia or any of their respective agencies.

The Contractor expressly understands and agrees that any false certification or representation contained herein and any failure to comply with the provisions of this Affidavit shall constitute a breach of the Contract entitling Community College of Philadelphia to all rights and remedies provided in the Contract or otherwise available at law (including, but not limited to, Section 17-104 of the Code) or in equity.

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MacBride Principles, Slavery Era Business & Excluded Parties  
**SWORN TO AND SUBSCRIBED** before me,  
the day and year first set forth above.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
[Insert name of contractor]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"Note: This document must be completed, signed, notarized, and returned with your bid"**



**XIV. STATEMENT OF AFFIRMATIVE ACTION COMPLIANCE FORM**

(Company Name)	
----------------	--

States that:

- A. My company has 50 or more employees. In accordance with Section I.7 of "Instructions to Vendors", copies of the two most recent annual federal EEO-1 forms are attached herewith.

Authorized Signature	
Date	

**OR**

- B. My company has less than 50 employees.

Authorized Signature	
Date	

**XV. BID FORM**

- A. Project # & Name: RFP# **9786** Asbestos Abatement - West Bldg 4thFl
- B. Bid Due Date: Monday 12 August 2013 by 11:00am.
- C. Include with this Bid Form the following in order for Bid to be compliant:
- i. ☐ Affidavit of Verification of Bid (supplied)
  - ii. ☐ Affirmative Action Compliance (supplied)
  - iii. ☐ Bid Bond or Certified Check
  - iv. ☐ Qualification Statement
  - v. ☐ Financial Record
  - vi. ☐ Updated W9
  - vii. ☐ Client References
- b. To: Community College of Philadelphia
- c. From:

Company Name	
Address 1	
Address 2	
City	
State, Zip Code	

a) Hereinafter called "Bidder" is

1) A corporation duly incorporated under the laws of

State	
Having its principal office at	

**OR**

2) A partnership existing under the laws of

State	
-------	--

**OR**

3) An individual

b) The Bidder hereby represents that it has carefully examined the site of

## The West Building

as well as the Contract documents, the contract form, bond forms, insurance forms, instructions to bidders, project manual and the related Terms and Conditions. Based on the foregoing, bidder hereby acknowledges and offers:

1) To

## Abrade Asbestos Floor Tile

For the Community College of Philadelphia in accordance with the Contract Documents and Addenda \_\_\_\_\_, including the furnishing of all materials, shop labor, tools, plant, equipment, hoisting, and all other items necessary to complete the work for the Lump Sum of:

Price \$	Dollars
----------	---------

c) Please provide the following breakout prices which combined shall equal the Lump Sum Price:

a) Breakdown

Project Phase "A" \$	
Project Phase "B" \$	
Project Phase "C" \$	
Bonds \$	
Other \$	
<b>TOTAL \$</b>	

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Total Installation Labor (Including Supervision)	Man Days
---	----------

- d) To enter into a Contract Agreement upon the above terms and in the form contained in the Contract Document.
- e) The bidder represents that it can provide MBE/WBE/DBE participation in the following amounts for the proposed price. If bidder is an MBE/WBE/DBE, enter 100% in appropriate category. MBE/WBE/DBE shall be as certified by any governmental (State, City, etc.) or quasi-governmental (Port Authority, etc.) agency authorized to provide such certification.

% MBE	
% WBE	
% DBE	
Certification # if applicable	

f) LABOR RATES:

- 1) Labor Rates may at Community College of Philadelphia's option, be used for changes to the work. Labor rates shall include all tools, equipment, supervision, fringe benefits, taxes, overhead, profit, bond and insurance costs.
- 2) ALL INCLUSIVE LABOR RATES

a) Laborer Foreman

Straight Time: \$/HR	
Time & One Half: \$/HR	
Double: \$/HR	

b) Laborer Journeyman

Straight Time: \$/HR	
Time & One Half: \$/HR	
Double: \$/HR	

c) Other: \_\_\_\_\_

Straight Time: \$/HR	
Time & One Half: \$/HR	
Double: \$/HR	

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d) Other: \_\_\_\_\_

Straight Time: \$/HR	
Time & One Half: \$/HR	
Double: \$/HR	

g) UNIT PRICES:

- 1) Unit prices may be used for changes to the work.
- 2) Unit prices shall include all labor, material, tools, equipment, handling, storing, hoisting, distribution, protection of materials, fringe benefits, taxes, overhead, profit, and insurance and bonds.
- 3) If change orders are based on Unit Prices, they will be computed as follows:
  - a) The additional quantity, less the deduction quantity, times the unit prices, will become the amount of the change order. That is, unit prices will apply to the net difference in quantities on any given change. Unit prices are firm for the life of the Project.

Unit Price Project "A" \$/Unit	
Unit Price Project "B" \$/Unit	
Unit Price Project "C" \$/Unit	

h) ALTERNATES:

- 1) If authorized by the Owner, in writing, perform the following work in accordance with the Contract documents including all materials and labor, taxes and insurance, overhead, profit and bond costs.

Add \$:	For:
Add \$:	For:
Add \$:	For:

i) SCHEDULE AND SEQUENCE:

- 1) Contractor shall perform the work in accordance with the Contract documents and the project schedule and sequence. It is understood that Community College of Philadelphia reserves the right to change or modify the Schedule and Sequence requirements due to project requirements, coordination, Owner's commitments and other items.
- 2) Any float time developed in the Schedule or progress of the work is owned by Community College of Philadelphia and not the Contractor. As updated schedules are developed, the time to perform an event must be maintained by this Contractor, even though another subcontractor's concurrent activity may provide this Contractor more time to complete the scheduled activity.

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Project Milestone Dates:	
Tentative Start Date:	
Tentative Date of Completion:	

j) Suggested Cost Savings:

- 1) As part of this Proposal, you are requested to identify, describe, and price potential cost saving ideas related to your work. These suggestions will be reviewed in conjunction with Lump Sum Price, Alternates, and Unit Prices.

Specific Item	
Complete Description	
Estimated Savings \$:	

2) EXECUTION BY:

a) CORPORATION:

Person to Contact:	
Phone Number:	

Name of Company	
Name of Officer	
Signature of Officer	

b) EXECUTION BY PARTNERSHIP:

Type of Name:	
Signature of Partner:	

Type of Name:	
---------------	--

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Signature of Partner:	

Type of Name:	
Signature of Partner:	

Type of Name:	
Signature of Partner:	

c) EXECUTION BY INDIVIDUAL:

Type of Name:	
Signature of Partner:	

## XVI. CANDIDATES QUALIFICATION STATEMENT

This statement is to be filed with the bid; attach separate sheet as necessary. The undersigned certified under oath the truth and correctness of all statements and of all answers to questions made hereinafter. The vendor may use an AIA Qualifications Statement.

To:  
Community College of Philadelphia  
Purchasing Department  
1700 Spring Garden Street, M1-4  
Philadelphia, PA 19130-3991  
Attention: William A. Vogel

Submitted by: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture

How many years has your organization been in business as an Operator? \_\_\_\_\_

How many years has your organization been in business under its present business under its present business name? \_\_\_\_\_

If a Corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name(s): \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

Names and addresses of all shareholders with greater than 10% interest in the corporation. (If additional space needed, report on the back of the page.)



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If individual or partnership, answer the following:

Date of Organization: \_\_\_\_\_

Name and address of all Partners:

(If additional space needed, report on the back of the page.)

If other than Corporation or Partnership, describe organization and name principals:

(If additional space needed, report on the back of the page.)

List the name of the Contract, Owner, contract amount, date of service, your organization holds in the past two years which is equal to at least 50% or the total amount of this Bid:

(If additional space needed, report on the back of the page.)

List the experience of the principal individuals of your organization (include proposed manager): (If additional space needed, report on the back of the page.)

Trade References:

(If additional space needed, report on the back of the page.)

Bank References:

(If additional space needed, report on the back of the page.)

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Candidate shall furnish to client at the time of proposal submission, an original letter from his/her insurance company indicating their EMR (Experience MOD) rating. Failure to submit this item will disqualify the Candidate's Bid.

Dated at this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Being duly sworn deposes and says that he (she) is the \_\_\_\_\_ of the contracting firm and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**"Note: This document must be completed, signed, notarized, and returned with your bid"**

**XVII. APPENDIX # 1:**

Asbestos Abatement Specifications  
Prepared by Westchester Environmental LLC



**Westchester Environmental, LLC**

307 N. Walnut St., West Chester, PA 19380  
610-431-7545, fax: 610-431-7543

Print date:  
07/02/13

**Asbestos Abatement Specification for the West Building Fourth Floor**  
Community College of Philadelphia; 1700 Spring Garden St.; Philadelphia, PA 19130

**ASBESTOS ABATEMENT SPECIFICATIONS**

**FOURTH FLOOR RENOVATIONS**

**CCP WEST BUILDING RENOVATIONS**

**PRERARED FOR:**

**COMMUNITY COLLEGE OF PHILADELPHIA**  
1700 SPRING GARDEN STREET  
PHILADELPHIA, PA 19130

**WORK SITE:**

**WEST BUILDING – FOURTH FLOOR**  
COMMUNITY COLLEGE OF PHILADELPHIA  
PHILADELPHIA; PENNSYLVANIA

**PREPARED BY:**

**WESTCHESTER ENVIRONMENTAL LLC**  
307 N WALNUT STREET  
WEST CHESTER, PA 19380

**JULY 2013**

**Asbestos Abatement Specification for the West Building Fourth Floor**  
Community College of Philadelphia; 1700 Spring Garden St.; Philadelphia, PA 19130

**REMOVAL SPECIFICATIONS FOR THE ABATEMENT OF**  
**ASBESTOS CONTAINING MATERIALS**

**PART 1 - GENERAL**

**1.01 STIPULATIONS**

- A. The specifications sections "General Conditions", "Special Requirements" and "General Requirements" form a part of this section by reference thereto and shall have the same force and effect as if printed herewith in full.
- B. The procedures specified herein are guidelines for minimum performance. The Contractor is responsible for his own methods of operations and conformance to regulatory codes, rules and guidelines. The Contractor is *required to obtain all permits- licenses and approvals to perform the work*, including any rights to use patented systems.

**1.02 SCOPE OF WORK**

- A. The scope of work for this project covers the supplying of all labor, tools, material, equipment, services and appurtenances to accomplish the work specified and indicated on the contract drawing. The work shall be performed to the complete satisfaction of the Owner in accordance with the current City of Philadelphia, EPA and OSHA regulations, State Labor and Industry regulations and any other applicable State, Local and Government regulations.
- B. Contractor shall submit an Action Plan which describes specifically how abatement work is to be completed for each abatement phase. At a minimum the work Plan shall address work area preparation, work practices, decon location, estimated completion dates, respiratory protection and disposal; approval of the Action Plan must be obtained through the Owner prior to the start of work. Procedures outlined in the Action Plan must be followed throughout the abatement phase. Any changes in Action Plan must obtain prior approval from the Owner.

**Westchester Environmental, LLC**307 N. Walnut St., West Chester, PA 19380  
610-431-7545, fax: 610-431-7543

Print date:

07/02/13

**Asbestos Abatement Specification for the West Building Fourth Floor**  
Community College of Philadelphia; 1700 Spring Garden St.; Philadelphia, PA 19130

C. The Work under this project shall be completed in Three Phases:

- **Phase A:** Electronics Lab & Instruments Lab – 2199 SF of Vinyl Asbestos Tile and Mastic.
- **Phase B-East:** Chemistry Lab - 2704 SF of Vinyl Asbestos Tile and Mastic & 26 Hood Liners.
- **Phase B-West:** Architecture Labs - 4689 SF of Vinyl Asbestos Tile and Mastic.
- **Phase C:** Chemistry Labs - 2452 SF of Vinyl Asbestos Tile and Mastic.

D. The work under this project includes but is not limited to the following:

**WEST BUILDING:**

Zone, Area, Space, Location	SF/LF Thermal	SF surfacing	SF/LF Roofing	SF/LF Miscellaneous	Condition
<b>Phase A:</b> Electronics Lab & Instruments Lab – 4 <sup>th</sup> Floor				2199 SF of Vinyl Asbestos Tile and Mastic.	Good
<b>Phase B-East:</b> Chemistry Lab 4 <sup>th</sup> Floor				2704 SF of Vinyl Asbestos Tile and Mastic & 26 Hood Liners.	Good
<b>Phase B-West:</b> Architecture Labs 4 <sup>th</sup> Floor				4689 SF of Vinyl Asbestos Tile and Mastic	Good
<b>Phase C:</b> Chemistry Labs 4 <sup>th</sup> Floor				2452 SF of Vinyl Asbestos Tile and Mastic	Good

Quantities, lengths, and footage listed herein are for general arrangement and probable estimated linear or square footage only. The contractor is responsible to verify each location and determine actual quantities.

Please see drawings attached.

**Westchester Environmental, LLC**

307 N. Walnut St., West Chester, PA 19380  
610-431-7545, fax: 810-431-7543

Print date:  
07/02/13

**Asbestos Abatement Specification for the West Building Fourth Floor**  
Community College of Philadelphia; 1700 Spring Garden St.; Philadelphia, PA 19130

**1.03 CONTROL OF WORK**

- A. All work which does not conform to the requirements of the contract, plans and specifications will be considered unacceptable.
- B. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be corrected immediately and replaced in an acceptable manner.
- D. If the Owner finds the materials furnished, work performed or the finished product not within reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or material shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.
- E. The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the plans, contract and specifications. The term shall not be construed as waiving the Owner's right to insist on strict compliance with the requirements of the contract, plans and specifications during the Contractor's prosecution of the work, when in the Owner's opinion and judgment such compliance is essential to provide an acceptable finished work.

**1.04 QUALITY ASSURANCE**

- A. Consultant:
  - 1) The Owner shall contract for a Quality Assurance Consultant Project Monitor hereafter referred to as 'Consulting Firm' which specializes in performing air sampling, project monitoring and inspections on asbestos abatement projects. The testing laboratory shall as a minimum be accredited by the City of Philadelphia Air Management Services; NIOSH PAT Program (Proficiency Analytical Testing) for PCM asbestos air analysis and NVLAP for asbestos bulk analysis.
  - 2) The Consulting Firm will be responsible for certifying the project was completed in accordance with all federal, state, and City asbestos standards and regulations.
  - 3) The Consulting Firm shall review the Contractors Action Plan



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which describes specifically how work is to be completed for each abatement phase. Approval of the Action Plan must be obtained through the Owner prior to the start of work.

**B. Contractor Experience:**

- 1) The Asbestos Abatement Contractor shall have a minimum of three (3) years experience in the asbestos abatement business. He shall have successfully completed three (3) projects of similar or larger size and dollar value to this project and shall not have defaulted on an asbestos abatement project within the last three (3) years. The Contractor shall be certified by the City of Philadelphia & Pennsylvania Department of Labor and Industry.

**C. Worker Certification:**

- 1) The Contractor shall furnish proof that his employees have had instruction on the dangers of asbestos exposure on respirator use, decontamination and current OSHA and EPA regulations.
- 2) Documentation of workers medical exams, consist of x-rays and pulmonary function shall be submitted and as may be required by current OSHA and EPA regulations and any applicable State and Local Government regulations.
- 3) There must be on site at all times, an EPA Certified Asbestos Abatement Supervisor. The Asbestos Abatement Supervisor shall have successfully completed a 5-day EPA Certified Practices and Procedures Course as per 40 CFR, Part 763, Subpart E. Appendix C-EPA Model Accreditation Plan (must provide a copy of certificate from EPA approved course). All asbestos workers shall have successfully completed a 4-day EPA Certified Practices and Procedures Course as per 40 CFR, Part 763, Subpart E. Appendix C-EPA Model Accreditation Plan. The Contractor must provide copies of certificates from Pennsylvania Department of Labor and Industry for all workers, and supervisors as required by regulation.
- 4) When required by the Pennsylvania Department of Labor and Industry (PDL&I) the Contractor, Abatement Supervisor and Abatement Workers shall be licensed by PDL&I. Each worker/supervisor shall have a current photo identification issued by PDL&I available on request by the Owner when required.

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**1.05 POSTING OF REGULATIONS**

- A. The Contractor will have at all times in his possession at his office one (1) copy and in view at the job site one (1) copy, current OSHA Regulations 29 CFR 1926.1101 \_ Asbestos and current Environmental Protection Agency 40 CFR Part 61. Subpart M: National Emission Standard for Hazardous Air Pollutants as related to asbestos stripping, emissions, notification work practices and disposal of asbestos waste.

**1.06 REGULATORY SUBMITTALS (CONTRACTOR'S RESPONSIBILITY)**

- A. The Contractor is required to notify the building occupants and the following agencies in writing ten (10) days prior to starting work for notification and instructions concerning proper disposal of asbestos waste material.
- 1) United States Environmental Protection Agency - Region III  
Asbestos - NESHAP Coordinator (3AT33)  
841 Chestnut Building  
Philadelphia, PA 19106
  - 2) Pennsylvania Department of Environmental Protection  
Bureau of Air Quality Control  
Regional Manager
  - 3) Pennsylvania Department of Labor and Industry  
Asbestos Occupation Accreditations & Certification  
Bureau of Occupational and Industrial Safety  
Room 155E Labor and Industry Building  
Seventh & Forster Streets  
Harrisburg, Pennsylvania 17120
  - 4) City of Philadelphia, appropriate notification must also be made.  
Obtain permits as required by local regulations.
  - 5) EPA, DEP approved asbestos landfill proposed to be used by the Contractor for RACM. Submit completed WSR for RACM at projects end (see 3.07. F).

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**1.07 AIR TESTING AND MONITORING**

- A. Air sampling of the work areas and surrounding environment will be conducted during the performance of this contract by the Consulting Firm so as to ensure abatement procedures are in compliance with all codes, regulations, ordinances and this specification.
- B. The Contractor shall fully cooperate with the Consulting Firm and all others responsible for testing and inspecting the work.
- C. Air testing and analyses shall be in accordance with City of Philadelphia Asbestos Control Regulations, current EPA and requirements of Section 29 CFR 1926.1101 of the current OSHA Regulations, as a minimum. Analysis shall be performed by Phase Contrast Microscopy per NIOSH 7400 Method and/or Transmission Electron Microscopy (TEM) per EPA Level I analytical procedures.
- E. Air tests taken prior to start of work (background) and at completion (pre-clearance) will be analyzed by PCM-Phase Contrast Microscopy. Final (clearance) testing shall be by TEM-Transmission Electron Microscopy.
- F. The Consulting Firm shall give verbal notification to the Owner of the results of each test within twenty-four (24) hours of the time the samples were delivered to the laboratory. The Consulting Firm shall confirm the results in writing within three (3) days thereafter.
- F. Prompt reports are necessary so that, if required, modifications to work methods and/or practices may be implemented as soon as possible.
- G. Representatives of the Consulting Firm shall have access to the work area at all times. The Contractor shall provide facilities for such access in order that the Consulting Firm may properly perform its function.
- H. Sampling equipment and personnel will be provided by the Consulting Firm.
- I. Air sampling shall be performed in each work area prior to commencement of the work at that location. The highest fiber count reading during pre-clearance cleanup monitoring shall be lower than the background readings established by pre-job monitoring or 0.01 f/cc, whichever is lower.

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**SCHEDULE NOTES:**

1. Consecutive daily air samples will be collected during abatement to yield a minimum of eight (8) hours of sampling time for each active work area.
2. Exterior work area(s) samples shall be collected daily at decon clean room entrance, load out exit, discharge of HEPA exhaust units, and area(s) adjacent to work area(s) that are occupied or will be re-occupied.
3. Aggressive air sampling must be conducted when work area is prepared as a negative pressure enclosure.
  - K. Work area clearance testing shall be completed before work site protective barriers are removed.
  - L. The Contractor is responsible for performing the thirty (30) minute excursion air sampling per OSHA regulations.
  - M. The Contractor is responsible for performing 8 hour TWA personal air samples in the employees breathing zone per OSHA regulations.

**1.08 AIR FILTERING - (FOR GUIDELINE PURPOSES ONLY)**

- A. An approved negative pressure machine may be used in the active work area using HEPA equipped air movement units.
- B. Air may be drawn from clean areas through the decontamination and active work areas. HEPA filtered and exhausted through air movement units to the containment exterior. Replace filters in accordance with manufacturer's instructions and to meet the needs of this specification.
- C. Air movement should be sufficient quantity to ensure a minimum of four (4) air changes per hour.

Example: Active work area = 50' x 50' x 20' H = 50,000 cu. ft.

For four air changes per hour = 4 AC/HR x 50,000 CF/AC = 200,000 cu.ft./hr.

In cubic feet per minute = 200,000 CF/HR: 60 min. 1 hr. = 3,333 cu. ft./minute

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This active work area would require a combination of air movement/HEPA units, i.e. 2,500 CFM and 1,500 CFM.

- D. The exhaust system must be sufficient to maintain a minimum pressure differential of -0.02 inches of water relative to unsealed, adjacent area.
- E. The exhaust system(s) will run twenty-four (24) hours/day until final clearance is obtained and will be maintained in accordance with ANSI Z9.2 and the manufacturer's directions.
- F. To ensure continuous operation, the Contractor shall have a spare negative exhaust unit available.

**1.09 ALTERNATIVE AIR FILTERING METHODS**

- A. Other approved air filtering methods may be utilized at the Contractor's discretion, with the stipulation that designated regulatory agencies provide documented approval to the Owner. It shall be the responsibility of the Contractor to submit all documentation required to the appropriate regulatory agency for their review and approval.

**1.10 PLACEMENT OF WARNING SIGNS AND LABELS**

- A. The Contractor shall furnish and place warning signs at all approaches to asbestos control areas containing concentrations of airborne asbestos fibers. Locate warning signs at such a distance that personnel may read the warning sign and take the necessary protective action required before entering the area. Warning signs shall be in place for the duration of the work. The Contractor shall furnish and attach caution labels to all disposal containers holding asbestos materials, scrap waste, debris and other products contaminated with asbestos.
- B. Warning Signs: Provide warning signs conforming to 29 CFR 1926.1101 with the following legend:

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

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- C. Caution Labels: Attach label to the outside of all disposal bags and containers which hold asbestos contaminated materials and are to be removed from the site. Caution labels shall be printed in letters of sufficient size and contrast so as to be readily visible and legible and shall display the following legend:

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

- D. Identification Labels: Attach label to the outside of all disposal bags and containers which hold asbestos contaminated materials and are to be transported off facility site. Identification labels shall display the following legend:

Waste Generator Name: \_\_\_\_\_ Fill  
Out \_\_\_\_\_  
Generator Location: \_\_\_\_\_ Fill  
Out \_\_\_\_\_

- E. Transportation marking shall conform to 49 CFR 171 and 172 and shall be provided on all containers with more than one pound of friable asbestos. Transportation marking shall display the following legend:

**R Q HAZARDOUS SUBSTANCE**  
**SOLID, NOS**  
**ORM-E, NA 9188**  
**(ASBESTOS)**

**END OF SECTION**

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**PART 2 - PRODUCTS**

**2.01 EQUIPMENT AND MATERIALS**

A. The list of required materials will include, but is not necessarily limited to the following:

- 1) Respirators: Provide respiratory protection in accordance with OSHA Regulation 29 CFR 1926.1101 and appendices ANSI 288.2-1980. Respiratory protection regardless of negative exposure assessments. There shall be NO EXCEPTION to this requirement. As minimum protection, negative pressure air purifying respirators shall be worn. Contractor shall select the appropriate respirator based on an initial exposure assessment or exposure monitoring results. No employee or visitor shall enter any area without this protection until clearance has been obtained. Employees or visitors shall wear a respirator. Respirators shall be NIOSH approved. Ensure proper filters are worn using a HEPA as a minimum.
- 2) Protective Clothing:
  - a) Disposable Clothing - such as "Tyvek" by DuPont. Clothing shall consist of coverall head cover and foot cover. Gloves will be worn for hand cover as needed.
- 3) Wetting Agents - The asbestos material will be sprayed with water containing an additive to enhance penetration. The additive or wetting agent will be polyoxyethylene at a concentration of one (1) ounce per five (5) gallons of water or as otherwise specified by manufacturer. A fine spray of this solution must be applied to prevent fiber disturbance preceding the removal of the asbestos material. The asbestos will be sufficiently saturated to prevent emission of airborne fibers in excess of the exposure limits prescribed in the current OSHA standards referenced in these specifications. DRY REMOVAL WILL NOT BE ALLOWED EXCEPT WITH WRITTEN APPROVAL FROM EPA or BECAUSE OF FREEZING WORK AREA TEMPERATURES.
- 4) Polyethylene sheeting: Six (6) mils. for protection of floors, walls, doors, windows, fixed equipment, HVAC supply and return openings, and critical barriers.
- 5) Clear Polyethylene bags (with warning labels) six (6) mils

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minimum for disposal. All asbestos that is removed shall be double bagged.

- 6) Tape: High quality vinyl or fabric duct tape. Paper masking tape will not be permitted.
- 7) Negative Pressure Filtration Equipment: Air movement and filtering equipment equipped with HEPA filters rated at 99.97% removal down to 0.3 microns, and of sufficient capacity to provide a minimum of four (4) air changes per hour for each active work area.
- 8) Airless Spray Equipment: Electric airless spray equipment for saturating and mist fiber control. Low pressure (500 psi) equipment must be available on-site and utilized as required.
- 9) Vacuum: HEPA rated for surface cleaning and house-keeping. Hand operated and power tools such as, but not limited to, saws, corers, abrasive wheels and drills should be provided with local exhaust ventilation systems with HEPA filters.
- 10) Hand Tools: Brooms, plastic shovels, scrapers, brushes, etc., in sufficient quantity to ensure the appropriate level of housekeeping.
- 11) Water Filtration System: Shower and contaminated water filtration system.
- 12) GFI Equipment: All electrical connections in the work area must be through "ground fault" protected outlets/circuits.
- 13) Penetrating Encapsulant: Penetrating encapsulants to be used on this project are International Cellulose Corporation SK-13 Asbestos Encapsulant, International Protective Coatings Corporation Serpiflex Shield, Fiberlock Technology ABC Asbestos Binding Compound Concentrate, and others listed as acceptable in the Environmental Protection Agency - Battelle Laboratory Encapsulant Study. or approved equal.
- 14) Bridging Encapsulant: Bridging encapsulants to be used on this project are American Coatings Corporation Cable Coating 2B, Decadex Laboratories Firecheck, Fiberlock Technology ABC Asbestos Binding Compound Concentrate, or approved equal.

B. The Contractor will have at all times in his possession at the job site



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Material Safety Data Sheets (MSDS) for wetting agents, encapsulants, solvents, strippers, and an other potentially hazardous materials.

**2.02 PERSONNEL PROTECTIONS**

- A. Personnel protection is required for laborers, mechanics, supervision and visitors at the work site during the set-up and abatement operations.
- B. Each worker shall be supplied with a minimum of two (2) complete protective work clothes and respirator filter changes per day for the complete duration of the project. Hard hats should be available as appropriate which meet ANSI Z-89.1 standards. Safety toe footwear is to be worn underneath the disposable shoe covers and must meet the requirements and specifications in ANSI Z-41.1. Eye wear and face protection must meet the standards and specifications of ANSI 287.1.
- C. In addition to sets of protective work clothes for workers, the Contractor shall have on hand two (2) additional sets of disposable work clothes, per day and respirators for personnel who are authorized to inspect the work site. Hard hats should be available as appropriate which meet ANSI Z-41.1. Eye wear and face protection must meet the standards and specifications of ANSI Z-87.1.
- D. Respirators approved for asbestos use and protective work clothes will be worn by laborers and mechanics as a minimum during set-up operations (plastic draping, light-fixture dropping or removal, etc.).
- E. Appropriate respirators will be worn by all personnel in the active work area.
- F. Upon leaving the active work area, filters will be discarded, cartridges removed and respirators cleaned in disinfectant solution and clean water rinse.
- G. Clean respirators will be stored in plastic bags when not in use.
- H. Respirators will be inspected daily for broken, missing, or deteriorated parts.

END OF SECTION

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**PART 3 - EXECUTION**

**3.01 AREA PREPARATION**

- A. Movable furniture blinds and equipment will be removed from area of work by the Using Agency.
- B. Heating and ventilating system servicing the areas of work must be shut down prior to starting any work. Notify the Institution prior to starting any work in order that they may arrange to have the heating and ventilating system shut down.
- C. The Contractor shall isolate the work area for the duration of the work by installing critical barriers completely sealing off all openings in the work area, including, but not limited to, heating, ventilation ducts, doorways, corridors, windows, roof ventilator openings, and wall vents, with plastic sheeting taped securely in place with six (6) mils plastic sheeting.
- D. The Contractor shall build decontamination chamber(s) if required to be connected to each active work area for entrance to or exit from the active work area. When required a separate material load out unit shall be constructed.
- E. The Contractor shall cover all fixtures, fixed demountable partitions, lighting, fixed items and equipment in the work area with plastic sheeting taped securely in place.
- F. Duct tape, staples, wood strips and other methods will be used appropriately to attach vertical plastic barriers to walls and to floors. All edges of plastic material shall overlap the adjoining sheet a minimum of twelve inches. All joints (vertical and horizontal) to be continuously sealed with duct tape.
- G. Upon completion of area isolation, the Contractor shall remove, where practical, all detachable electrical heating and ventilation equipment, Wipe and vacuum, clean and remove from active work area.

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3.04 METHOD OF REMOVAL

- A. Remove and dispose of all asbestos-containing materials (ACM) in accordance with the methods and procedures outlined in the City of Philadelphia Asbestos Control regulations, United States Department of Labor, Occupational Safety and Health Administration (OSHA) Asbestos Regulations, Codes of Federal Regulations Title 29, Part 1926, Section 1926.1101. **For non friable Floor Tiles, the removal is to be carried out either by Dry Ice or Heat Machines. All Mastic will be removed by non friable methods using odorless chemical mastic removers.**
- B. Dry removal will not be allowed.
- C. Hood liners are to be removed without any breakages and in a non-friable manner.
- D. Work of this section shall be performed in the following manner:
  - 1) Eliminate air flow into containment area by isolating all supply and return air ducts from mechanical system. Turn off electrical power.
  - 2) Install six (6) mil polyethylene critical barriers over all doors, wall openings, ceiling openings, electrical outlets, etc. Secure with duct tape on all sides.
  - 3) Connect required number of negative air units in the work area.
  - 4) All air from negative air units shall be exhausted outside the building.
  - 5) Isolation barriers separating occupied areas and work areas shall be framed and covered with 1/2 inch plywood and two (2) layers of six (6) mil polyethylene.
  - 6) Duct HEPA filter unit through door. Locate unit to prevent dead air pockets.
  - 7) Install triple air curtain, six (6) mil polyethylene (typical), over door opening into decontamination unit or load out unit.

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**3.05 HOUSEKEEPING**

- A. Throughout the work period, the Contractor shall maintain the building and site in a standard of cleanliness as specified throughout these specifications.
- B. Contaminated disposable clothing, respirator filters and other debris will be bagged, properly labeled and sealed at the end of each work day.
- C. All asbestos generated by removal, encapsulation or repair will be bagged, properly labeled, and sealed at the end of each work day.
- D. Respirators will be thoroughly cleaned at the end of each work day and stored for the next day's use.
- E. Retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection of materials.
- F. Do not allow the accumulation of scrap, debris, waste material, and other items not required for completion of this work.
- G. At least weekly, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
- H. Unless otherwise noted or directed, materials resulting from demolition operations shall be the property of the Contractor, shall not be used in the work and shall be promptly removed from the site.
- I. Daily and more often if necessary, inspect the work areas and adjoining spaces, and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
- J. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.
- K. Maintain the site in a neat and orderly condition at all times.
- L. Compressed air is not to be used for cleaning purposes.

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**3.06 FINAL DECONTAMINATION OF WORK AREA**

- A. Following careful double bagging of all removed asbestos material by the Contractor, he shall label bags as required.
- B. Bags shall be wiped with clean damp cloths prior to transportation to approved disposal site.
- C. With critical barriers in place, the negative pressure system operating, the Contractor shall carry out the first cleaning. Use each surface of a cleaning cloth one time and then dispose of as contaminated waste.
- D. Continue this cleaning until there is no visible debris from removed material or residue on plastic sheeting.
- E. Pressure washing techniques of any kind are strictly prohibited.
- F. Pre-Encapsulation Inspection of substrate is performed by Consulting Firm to ensure removal and cleaning of the substrate is adequate. The Contractor may accompany this inspection. If during the inspection, the Substrate or plastic sheeting isn't cleaned to the satisfaction of the Consulting Firm; additional recleaning will be required to meet the satisfaction of the Consulting Firm.
- G. Encapsulate substrate and all remaining plastic sheeting within the work area. A colored encapsulant may be used on non-finished surfaces.
- H. NOTE: Final barriers are not to be removed until work is completed.
- I. With critical barriers in place, negative pressure system operating, and immovable objects covered with plastic sheeting, perform a second cleaning as was done in the first cleaning. Wet mop any hard floor surfaces. HEPA vacuum carpeted area surfaces. Hard surfaced flooring such as concrete, terrazzo, VAT and ceramic tile, shall be wet mopped, allowed to dry, and damp mopped a second time with clean mop heads. All mop heads and cleaning cloths are to be discarded in the same manner as asbestos waste.
- J. All surfaces are to be left visually clean.
- K. Perform visual inspection of work area.

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- L. If pre-clearance criteria are met, proceed with air testing for final clearance by PCM or Transmission Electron Microscopy (TEM).
- M. If pre-clearance criteria are not met, repeat final cleaning until acceptable levels have been achieved before proceeding with final clearance testing by TEM. Costs associated with additional cleaning and testing shall be borne by the Contractor.
- N. After air testing clearance criteria has been met, critical barriers and negative air pressure system can be removed.

**3.07 DISPOSAL OF ASBESTOS WASTE**

- A. All RACM and miscellaneous ACM debris will be transported to the predesignated disposal site in accordance with the guidelines of the U.S. Environmental Protection Agency Title 40 Part 61 Subpart M and all local agencies' regulations. Ensure all waste bags/leak tight container have facilities name address, and contact person as required by NESHAP. Drums are to be used to transport bagged ACM's as required by regulation(s).
- B. EPA NESHAP Category I & II nonfriable ACM may be disposed of as C&D waste as allowed by regulation. If nonfriable materials become friable they must then be disposed of as regulated ACM waste in an approved landfill.
- C. Workers loading/unloading the asbestos materials and machinery operators will wear respirators and disposable work clothing when handling material at the project and disposal site. Asbestos warning signs shall be posted on vehicle as required by regulation.
- D. The bags may be dumped from the drums into the burial site. If drums are used to transport the ACM bags, the bags may be dumped from the drums into the burial site. The drums may be reused. However, if a bag is broken or damaged, the entire drum should be buried.
- E. The landfill area used for dumping shall be certified to receive and bury materials contaminated by asbestos.
- F. Obtain completed Waste Shipment Record (WSR) for all RACM. WSR must also indicate amount of waste in cubic yards. Submit signed WSR with final report/Project Close-out.

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**3.08 INSPECTIONS**

- A. All work procedures detailed in this specification will be strictly adhered to and meet or exceed all current City of Philadelphia, EPA, OSHA, DEP and PDL&I regulations.
- B. All work shall meet with the approval of the Owner. Work which does not meet with the approval shall be determined to be unsatisfactory.

**END OF SECTION**











