



**Standard Form of Agreement
Between The Client and The Abatement Contractor**

MADE AS OF THE 11th DAY OF APRIL IN THE YEAR OF TWO THOUSAND TWENTY-FOUR

Between the Client:

WARWICK SCHOOL DISTRICT
301 WEST ORANGE STREET
LITITZ, PENNSYLVANIA 17543

and the Abatement Contractor:

ENVIRONMENTAL HAZARDS CONTROL (PA HIC 195)
A DIVISION OF EHC ASSOCIATES
2502 HORSESHOE ROAD
LANCASTER, PENNSYLVANIA 17601

For The Following Project:

WARWICK HIGH SCHOOL
MISCELLANEOUS CLASSROOMS
CHALK & TACK BOARD / ADHESIVES ABATEMENT
LITITZ, PENNSYLVANIA 17543

ehc Project No.: 008710-012

Table of Contents

General Summary of Work.....	Article 1
Client's Responsibilities.....	Article 2
Contract Documents.....	Article 3
Contract Sum.....	Article 4
Insurance.....	Article 5
Time for Work.....	Article 6
Proposal Assumptions.....	Article 7
Scope of Work / Work Plan.....	Exhibit 'A'

The Client and the Abatement Contractor agree as set forth in the following:

Article 1 - General Summary of Abatement Work

1.1 The general summary of the abatement work consists of:

Removal and disposal of approximately 625 S.F. of asbestos-containing asbestos contaminated chalk and tack board with asbestos containing adhesives. All abatement work will be completed within a negative pressure containment, including a remote three stage decontamination chamber attached to the work area for proper worker decontamination. Wet removal procedures and prompt waste cleanup will be utilized; waste will be properly disposed of at an EPA approved landfill. Workers will utilize PPE including protective suits, boots, and respirators. All work will be performed in accordance with Federal, State, and local regulations. **Please find Exhibit 'A', which details the full scope of work to be performed.**

Article 2 - Client's Responsibilities

- 2.1 The Client must supply a sufficient quantity and flow of water (a garden hose type connection is sufficient) and sufficient electrical power (at least four 20-amp circuits) for performance of the Abatement Work. Water and power connections should be within 50' from the work area. If the Abatement Contractor must bring in a generator or water source, additional charges may apply.
- 2.2 The Client will not charge the Abatement Contractor for electric or water usage, security, insurance, or for damage and/ or cleanup of debris not caused or created by the Abatement Contractor.
- 2.3 The Client shall coordinate with other trades when final air clearance tests are being collected to avoid overloading samples with construction dust.

Article 3 - Contract Documents

- 3.1 Other Contract Documents, except for modifications issued after execution of this Agreement, are enumerated as follows: Exhibit 'A' - Scope of Work / Work Plan.

Article 4 - Contract Sum

- 4.1 **Base Bid** - Client shall pay the Abatement Contractor for the performance of the Contract Work the Contract Sum of: Eighteen Thousand Seven Hundred and Ninety-Nine Dollars (**\$18,799.00**).

***A \$500 non-refundable DEP notification fee (included in above price) will be incurred for job cancellation.**

**Any unforeseen work above the specified amount listed will be communicated with the owner for change order and remediation approval.

- 4.2 Payment is due upon receipt of Invoice. The interest rate for payments not made within thirty (30) days of submission of the invoice shall be one and one-half percent (1-1/2%) per month. A surcharge of 3% will be incurred for payment by Credit Card. All overdue accounts are subject to collection and legal costs. A thirty (30%) percent deposit is required to schedule the project.

Article 5 - Insurance

- 5.1 EHC Associates will furnish the following insurance coverage for this Project:

General Liability	\$1,000,000 Each Occurrence; \$2,000,000 General Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Umbrella Liability	\$5,000,000 Each Occurrence; \$5,000,000 Aggregate
Professional Liability	\$1,000,000 Each Claim
Contractor's Pollution Liability	\$1,000,000 Each Claim
Worker's Compensation	\$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee; \$1,000,000 Disease- Policy Limit

If additional insurance coverage is requested above and beyond the coverage and limits outlined herein, additional cost will be due to the Abatement Contractor.

Article 6 - Time

- 6.1 Work shall commence upon submission of the required regulatory notifications for the project. It is estimated that the asbestos abatement shall be completed within four (4) business days. The asbestos abatement work will require the submission of a ten (10) business day notification to all regulatory agencies prior to the start of work. Please note that this is an estimated project duration and is subject to change depending on crew size, air sampling, etc.

Article 7 - Proposal Assumptions

- 7.1 The Contractor shall not be liable for paint damage caused by the use of painter’s tape and or duct tape for installation of critical barriers or portions of the poly containment system. This is often unavoidable, however great care will be taken to prevent this during the prep process.
- 7.2 The Contractor shall be responsible for the collection and analysis of required OSHA PCM air samples.
- 7.3 The Contractor will perform all work according to current Federal, State, and local regulations.
- 7.4 Working hours for this project will be determined when the project is scheduled, general working hours are 7:00 AM to 3:30 PM, Monday through Friday.
- 7.5 The Contractor shall contract with a third-party air monitoring firm for PCM final air clearance testing.

THIS AGREEMENT, along with any additional documents enumerated under Article 3, represents the entire and integrated agreement between the Client and the Abatement Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is valid for thirty (30) calendar days from the date of quotation, and may be amended, only in writing, and when signed by both the Client and the Abatement Contractor.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

CLIENT

WARWICK SCHOOL DISTRICT

By: _____

Date: _____

ABATEMENT CONTRACTOR

ENVIRONMENTAL HAZARDS CONTROL

By: _____
John Hartman, President/ CEO

Date: APRIL 11, 2024

ehc Safety Record Since 1983

OSHA Fines: 0
EPA Fines: 0
DEP Fines: 0
PA L&I Fines: 0

We take safety very seriously; we will only perform the job the right way, following and going beyond all regulations to protect our clients and employees.

Exhibit 'A' – Scope of Work / Work Plan

Asbestos-Containing Chalk & Tackboards/ Adhesives Abatement

Mobilize Equipment & Materials.

Perform a site walk to identify any areas of safety concern.

Hold site meeting with crew to go over work plan and safety plan.

Photo document all areas of pre-existing damage to walls, ceilings, floors or contents.

(When possible, walk project with Client to ensure no pre-existing damage is present).

Construct a remote 3-stage worker decontamination chamber at entry to work area (to be used for duration of the project);

Install critical barriers as required;

Install air filtration machines to create negative pressure inside the work area.

(Air filtration machine must be exhausted outside).

Install Danger Asbestos signs at entrance to the work area.

Ensure there is adequate negative pressure, use smoke test procedures or manometer.

Suit up into proper PPE.

Start OSHA sampling pumps.

Remove and dispose of approximately 625 S.F. of asbestos adhesives dots from 3 classrooms in the current construction area.

Existing chalk & tackboards shall be properly wrapped in 6-mil polyethylene and disposed of as non-friable waste.

Add additional water to waste bags or packages to ensure material is properly wetted.

Wet wipe and HEPA vacuum all surfaces in containment.

EHC shall coordinate third party air monitoring for final clearance sampling.

Tear down containment after final air samples pass.

Dispose of waste at EPA approved landfill.

Demobilize Equipment & Materials.

When possible, walk project with Client to show them finished results.