

**COUNCIL ROCK SCHOOL DISTRICT
CERTIFIED LABORATORY SERVICES
WRIGHTSTOWN ELEMENTARY SCHOOL
BID NO. 22-21**

MARCH 2022



BID PACKAGE:

- Advertisement
- Instruction to Bidders
- Vendor Information and W-9 Form
- Scope of Work
- Unit Price/Bid Forms
- Monitoring Well Location Map
- WQM Permit
- Sample Agreement



COUNCIL ROCK SCHOOL DISTRICT
Administration & Business Office
30 North Chancellor Street
Newtown, PA 18940

March 2022

Prospective Bidders:

Attached herewith are instructions and proposal sheets covering the requirements for **Certified Laboratory Services – Wrightstown Elementary School** that will be used within the Council Rock School District, Bucks County, Pennsylvania during the school year **2022/23 – 2024/25 (3 Year Contract)**: Please return two (2)-completed copies of your bid proposal in a sealed envelope clearly marked **"Sealed Bid – Certified Laboratory Services – Wrightstown Elementary School Bid No. 22-21"** on or before **1:00 PM Thursday, April 14, 2022** and submit it to:

Donna Heverly
Purchasing Secretary
Council Rock School District
30 North Chancellor Street
Newtown, PA 18940

Council Rock School District is an equal opportunity education institution and will not discriminate on the basis of race, color, ethnicity, national origin, religion, ancestry, age, sex, sexual orientation, marital status, familial status or non-job-related disability in its activities, programs, contracts or employment practices.

For information regarding civil rights or grievance procedures, contact Dr. Susan Elliott at Council Rock Administration Offices, 30 North Chancellor Street, Newtown, PA 18940. For information regarding services, activities and facilities that are accessible to and usable by handicapped or disabled persons, contact Charles Lambert, Director of Special Services.

Notwithstanding anything contained herein expressly or implicitly to the contrary, the Council Rock School District reserves the right to reject any or all bid proposals submitted in response hereto. By submitting a bid proposal hereunder, a bidder acknowledges that this invitation for bid proposals does not constitute an offer to contract and, further, that no agreement between the Council Rock School District and any bidder shall be formed until and unless such agreement is reduced to a writing dated subsequent to the submission deadline for bids and in a form substantially similar to the Independent Contractor Agreement set forth below and signed by the President of the Board of the Council Rock School District.

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Respectfully,
Council Rock School District

Douglas Taylor

Doug Taylor, Assoc. AIA, AVS
Director of Operational Services

COUNCIL ROCK SCHOOL DISTRICT
30 North Chancellor Street
Newtown, PA 18940

1. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidders' risk. (When applicable, Bidders are expected to inspect the site and become familiar with the specifications, all measurements and other documents that would form part of the contract and requirements as necessary to satisfy themselves in regard to the character and amount of work required. Bids must be signed by an authorized officer or agent of the Bidding Company together with proof of corporate authority and corporate seal affixed to the last page of the bid.)
2. No Pre-Bid Meeting is planned for this project. Contact the District to schedule site visits.
3. Bidder shall furnish the information required by the Bid Form. The person signing the bid must initial erasures or other changes.
4. Unit Prices for each unit bid shall be shown and such price shall include all packing and shipping costs.
5. The Unit Price quoted shall be the net price for each item. If the bidder submits a discount for the award total contract or any part thereof, such discount will not be considered in making the Award of the Contract.
6. Quantities as listed on the specifications are the totals for all buildings of the Council Rock School District. However, when Award of the Contract is made in the form of Purchase Orders for supplies for each of the buildings of the school district and to be delivered to each of such buildings free of all charges for transportation.
7. The Contract to furnish the supplies will be awarded to the responsible bidder whose bid, conforming to these instructions, will be most advantageous to Council Rock School District, price and other factors considered.
8. When Contract and Purchase Orders are issued to the successful bidder, the Council Rock School District reserves the right to make an award on any item less than the quantity or more than the quantity bid upon at the unit price offered.
9. General Insurance Requirements:

All insurers and sureties underwriting Contractor's or any subcontractor's insurance and bonds must be licensed in the Commonwealth of Pennsylvania and have a minimum rating of "A" (financial strength rating) and "VII" (financial size category) in the latest edition of Best's Insurance Reports, unless otherwise approved by the DISTRICT. (Such insurers and sureties shall also meet such additional requirements and qualifications as may be set forth in the Supplementary Conditions.)

The Contractor shall not start work under this Contract until Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the DISTRICT; nor shall Contractor allow any subcontractors to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of Contractor and subcontractors by the DISTRICT will be granted only after submission to the DISTRICT of original, signed certificates of insurance

or, alternately, at the DISTRICT's request, certified copies of the required insurance policies. Approval of insurance required shall not be unreasonably withheld.

Contractor shall require all subcontractors to maintain, during the term of this agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the DISTRICT immediately upon request.

All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until sixty (60) days prior written notice has been given to the DISTRICT.

Each insurance policy required by this Contract, except for the workers' compensation policy, shall contain the following clause:

"The DISTRICT, its board members, employees, agents, officials and volunteers are hereby added as additional insureds as respects the operations and activities covered by this policy."

Any insurance maintained by the DISTRICT shall apply in excess of the insurance required by this Contract.

No acceptance and/or approval of any insurance by the DISTRICT shall be construed as relieving or excusing Contractor, or the surety, or its bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract.

CONTRACTOR'S INSURANCE

Contractor shall secure and maintain, at its own expense, the following insurance:

Commercial general liability insurance which insures against claims for bodily injury and property damage arising out of or in connection with any operations or work under the Contract Documents whether such operations be by Contractor, its employees or subcontractors or their employees. The policy shall provide minimum limits of coverage as follows:

\$1,000,000 combined single limit - each occurrence
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

Any aggregate limit shall apply per project and per location.

This insurance shall name the DISTRICT, its board members, employees, agents, officials and volunteers as additional insureds in accordance with Article 6A above. The commercial general liability policy shall afford coverage for explosion, collapse and underground hazards, contractual liability and liability arising from independent contractors. Products and completed operations insurance shall be maintained for two years after completion of the Project.

Business auto liability insurance that insures against bodily injury and property damage claims arising out of the maintenance, use or operation of any "auto". The minimum limit shall be a combined single limit of \$1,000,000 per accident. This policy shall include the Motor Carrier Act endorsement if applicable.

Workers' compensation insurance and employers' liability insurance which satisfies Contractor's legal obligation to its employees in the states in which they operate on the District's behalf. In any event, employers' liability insurance shall be secured by Contractor with minimum limits of

\$100,000 per employee for bodily injury by accident, \$100,000 per employee for bodily injury by disease and a \$500,000 aggregate policy limit for bodily injury by disease. Coverage for Pennsylvania benefits must be specifically referenced on certificates and certified policies provided to the DISTRICT

10. Brand names as used in the specifications, or catalog numbers from a designated supplier, are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of the item unless otherwise specified. When an item is bid that is not exactly as specified, the brand name and catalog number shall be given and the description of the item must appear in the vendors catalog under the brand name and catalog specified. A copy of the vendor's catalog must be included with the bid. It is the responsibility of the vendor to demonstrate the compliance of the said item.
11. Where samples for specific items are required with the bid, these items are stipulated on the pages of the detailed specifications. If further sampling is deemed necessary, the bidder will be required to furnish the sample upon request. All samples must be plainly marked with the name of the bidder and the item number the sample represents. The bidder must prepay all charges for transportation for such samples, including drayage.
12. The Non-Collusion Affidavit as attached must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
13. Bids and modifications or withdrawals thereof received after the time set for the bid opening of same will not be considered.
14. A successful bidding contractor will carry out all work in strict accordance with specifications as approved and accepted by the Council Rock School District and any work not conforming will be reinstated or replaced at the contractor's expense.
15. All bids must conform to the specifications as listed; however, the Board reserves the right to waive any and all failures to meet specifications.
16. The privilege is reserved to the School District to reject any materials furnished, which are not in strict compliance with the requirements of the specifications.
17. The vendor shall bring to the attention of the district any discrepancies or omissions noted on the specifications and all pertinent documents.
18. The Contractor is responsible for providing the custodial services required to dust, clean, wax and buff the work area and return it to its original condition of cleanliness.
19. All debris shall be removed from the premises immediately following completion of the work and disposed of in accordance with all Local, State, and Federal regulations.
20. Every precaution shall be made to protect the building and grounds during the course of the work. If damage is caused by the Contractor, the Contractor and his insurance must remedy the damage at no cost to the Council Rock School District.
21. The School District will accept deliveries of supplies during the weekdays, Monday through Friday, between the hours of 8:00AM and 3:00PM. NO DELIVERIES SHALL BE MADE ON SATURDAYS OR SUNDAYS.

22. The School District reserves the right to change, increase, or reduce the work as necessary and in such event shall notify the contractor in writing, provided suitable adjustment is made in the original contract price.
23. Pursuant to 62 Pa.C.S.A. §3701, the Contractor agrees as follows:
1. In the hiring of employees for the performance of Work under the Contract or any subcontract, no Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the Work to which the employment relates.
 2. No Contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color.
 3. The Contract may be canceled or terminated by the District, and all money due or to become due under the Contract may be forfeited for a violation of the terms or conditions of that portion of the Contract.
24. HUMAN RELATIONS ACT - The Contractor acknowledges application of the Pennsylvania Human Relations Act, 43 P.S. 951, et seq., prohibiting discrimination based on race, color, ethnicity, national origin, religion, ancestry, age, sex, sexual orientation, marital status, familial status or non-job-related disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall comply with the provisions of the Act, as amended, which is hereby made a part of these specifications.
25. STANDARD OF QUALITY - The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or an approved equal", they shall be subject to equals only as approved by the architect and/or engineers.
26. The Board of School Directors of the Council Rock School District reserves the right to make award by items, classes, groups of items or as a whole, **to reject any or all bids** and to waive technicalities or formalities in their execution and filling if deemed advantageous for the Council Rock School District. The School Board also reserves the right to reject any or all material furnished which, in their opinion, is not in strict compliance and conformity with the requirements of the specifications. The bidder, at his own expense must remove and replace any article so rejected by the Board.
27. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of this Contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.
28. Contractor will operate within the policies of the District and the goals, policies and procedures now or at some date established or approved by the District's administration with regard to the safety of pupils, the security of the District's grounds and buildings and the District's operations generally. Contractor shall maintain a current Child Abuse History Clearance as provided by the Pennsylvania Department of Public Welfare (Act 111), provide a satisfactory criminal history background check (Act 34 PA), and FBI fingerprinting clearance (Act 114) to the District for each individual engaged by Contractor to provide services who will come in direct contact with children in providing such services, including Contractor.

29. All workmen employed by the Contractor shall be competent and first class workmen, duly skilled in their respective branches of labor.
30. Bidder shall submit a Bid Bond in the amount of ten (10) percent of the total bid or a certified, bank cashier's or treasurer's check in the amount of five (5) percent of the total bid.
31. If this Bid or any portion thereof is accepted within one hundred twenty (120) calendar days from the date of opening, the successful bidder agrees to furnish all of the items upon which the prices are quoted, at the set price opposite each item, delivered to the building which will be designated on the Award of bid and Purchase Orders, with the time specified.

Council Rock School District
30 North Chancellor Street
Newtown, PA 18940

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 62 Pa.C.S.A. § 4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. The member, officer or employee of the bidder who makes the final decision on prices must execute this Non-Collusion Affidavit and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids is unlawful and may be subject to criminal prosecution. The person who signed the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the Bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with the term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____:

: S.S.

County of _____:

I state that I am _____ (Title) of _____
(Name of my Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners,
directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this
bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by Council Rock School District in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Council Rock School District of the true facts relating to the submission for this contract.

(Names and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

of _____, 20 _____.

Notary Public

My Commission Expires _____

COUNCIL ROCK SCHOOL DISTRICT

VENDOR INFORMATION FORM

TAX ID#, EIN or Social Security Number:

Company Name:

Company Billing Address (Remit to):

Company Web Address:

Phone Number (sales,accounts
receivable, or customer service):

Fax Number (sales,accounts receivable,
or customer service):

E-mail address (sales,accounts
receivable, or customer service):

Electronic Funds Transfer (EFT):

☐ YES ☐ NO

Bank Information for EFT:

Routing Number for EFT:

Bank Account Number for EFT:

Bank Account Type for EFT:

☐ Checking Account
☐ Savings Account

Signature:

Printed Name:

Title:

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code.		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Council Rock School District
30 North Chancellor Street
Newtown, PA 18940**

**Certified Laboratory Services
For
Wrightstown Elementary School
Bid # 22-21**

GENERAL INFORMATION

The Council Rock School District located in Bucks County, Pennsylvania, hereinafter referred to as "CRSD" desires to engage a licensed laboratory, hereinafter the "Contractor", to perform effluent and groundwater monitoring prescribed by the Pennsylvania Department of Environmental Protection for the operation of a domestic wastewater treatment and disposal system. The system consists of an aerobic/facultative lagoon with disinfection and spray irrigation fields. The specific requirements for monitoring the effluent and ground water quality are enumerated by the PADEP in Water Quality Management Permit No. 0999403 issued April 10, 2019 and effective May 1, 2019. A copy of this permit is attached and made a part of this Request for Proposals (RFP).

SCOPE OF WORK

The Contractor will be required to collect final effluent samples, and ground water samples from existing monitoring wells, perform laboratory analyses and report the analytical results to the CRSD, all as specified in this RFP. The laboratory must be certified by the PADEP for analysis of the effluent parameters and other pollutants. All laboratory test procedures shall be in accordance with PADEP regulations and the Water Quality Management Permit Conditions. The type of sample and monitoring frequency shall conform to the permit conditions and shall be as specific herein. The Contractor must perform sampling in accordance to a preapproved schedule and is not permitted on the property without signing in at the main office of the school and escorted by an authorized CRSD employee. All sampling must be observed by an authorized CRSD employee or its authorized representative. All technicians performing sampling must

obtain all required background checks in accordance with Pennsylvania State Law and the policies set forth by the Board of School Directors. All costs for the required background checks must be included in the proposed fee.

SAMPLING LOCATIONS

The sampling locations for the work to be performed under this RFP are located on the premises of the Wrightstown Elementary School at 729 Penns Park Road, Wrightstown, PA 18940. Samples of the treated final effluent shall be drawn from the sampling tap provided at the end of the chlorine contact pipe. Ground water quality shall be monitored utilizing four (4) existing monitoring wells, identified as MW-1A, MW-3A, MW-5A and MW-7A on the site. A site plan showing the general locations of the monitoring wells and the wastewater treatment facilities will be furnished by the CRSD to the Contractor for use in the performance of the work under this RFP.

SAMPLING PROCEDURES

A final effluent sample shall be collected from the designated sampling tap only after flushing the tap for a time period sufficient to assure the effluent sample drawn is representative of the effluent applied to the spray fields. The Contractor is responsible to flush the sampling tap for a time before collecting the sample(s).

Samples of ground water shall be collected by the Contractor utilizing a disposable polyethylene bailer with nylon or polypropylene hard line in each monitoring well. Bailers are to be used one time only to avoid cross-contamination between wells. The ground water sample shall be collected beneath the ground water surface and no more than 5 feet below the water level in the monitoring well. The Contractor shall measure and record the static water level and the sampling depth in each well at the time of sampling. All measurements shall be from the top of well casing.

The Contractor shall provide all equipment, labor, tools and supplies necessary in the collection of final effluent and ground water samples. All costs associated with collecting water samples shall be included in the price(s) bid under this RFP.

SAMPLING FREQUENCY AND SAMPLE TYPE

A. **Final Effluent**

Monitoring requirements for final effluent are two (2) sample per month, during the spray season commencing in March with the final sample in October, and the type is "Grab", in accordance with the Water Quality Management Permit.

B. **Ground Water Quality**

The requirements for monitoring the ground water quality are semi-annual or two (2) sampling events per year in March and September sampling each monitoring well. The sampling event date for each shall be determined by CRSD. All monitoring wells shall be sampled on the same day of each semi-annual event.

C. As a requirement of this contract, the Contractor shall provide written sampling protocols for each sampling method. If the Contractor sub-contracts sampling, all certifications and written sampling protocols of the sub-contract must be provided.

LABORATORY ANALYSES

A. **Final Effluent Parameters**

Monthly grab samples of final effluent shall be analyzed by the Contractor for the following parameters:

- CBOD₅
- Suspended Solids
- Fecal Coliform
- pH

B. Ground Water Monitoring

1. Semi-annual analyses shall be performed on all ground water samples (one (1) from each monitoring well for a total of four (4) every six months) for the following parameters:
 - Static Water Level
 - Sampling Depth
 - Temperature (field measurement at time of sampling)
 - pH
 - Conductivity
 - Turbidity
 - Chlorides
 - Total Phosphates
 - Ammonia Nitrogen
 - Nitrate Nitrogen
 - Nitrite Nitrogen
 - Kjeldahl Nitrogen
 - Fecal Coliform¹
 - Total Coliform²
 - Alkalinity
 - Suspended Solids - Total Dissolved Solids

DATA AND ANALYTICAL TESTING REPORTS

- A. Individual reports of field measurements and laboratory test results shall be supplied for each sampling location, and for each sampling event.
- B. Individual reports are to include:
 1. Location: Wrightstown Elementary School and sample identification; final effluent or monitoring well number; for example MW-1A.
 2. Sampling date and time.
 3. Laboratory receipt date.

¹Positive results shall require the collection and analysis of confirmatory samples.

4. Laboratory sample ID.
 5. Results for each parameter.
 6. Field measurements (static water level, sampling depth and temperature) of ground water samples.
 7. Analytical procedure/method ID.
 8. Chain of custody form.
 9. Contact information for questions.
- C. A test report for each final effluent sample shall be furnished to the CRSD within ten (10) calendar days of the sampling date.
- D. Test reports of analyses of all ground water samples shall be furnished to the CRSD within fifteen (15) calendar days of the sampling date.
- E. Individual reports as specified above shall be delivered to the CRSD as follows:
- Mr. Douglas Taylor
Director of Operational Services
Council Rock School District
30 North Chancellor Street
Newtown, PA 18940
dougaylor@crsd.org
- F. Any results for final effluent parameters that exceed the discharge limitations prescribed in the Water Quality Management Permit shall be requested immediately upon learning of the results. The Contractor shall notify the CRSD by telephone by calling Mr. Douglas Taylor at (215) 944-1015 and email at dougaylor@crsd.org.
- G. Preparation and submission to the PADEP of Discharge Monitoring Reports and ground water monitoring data shall be completed by the CRSD outside the Scope of Work under this RFP.
- H. As a requirement of this contract, the Contractor shall provide written analysis protocols for each testing analysis. If the Contractor sub-contracts testing analysis, all certifications and written analysis protocols of the sub-contract must be provided.

²Positive results shall require the collection and analysis of confirmatory samples.

INVOICES AND PAYMENT

Invoices for sampling and laboratory services performed in accordance with this RFP shall be mailed to:

Accounts Payable
Council Rock School District
30 North Chancellor Street
Newtown, PA 18940

An individual invoice for each sampling event shall indicate the type of sample: e.g. final effluent, ground water monitoring well, well ID, date, and frequency; monthly, semi-annual or annual. Invoice amounts shall coincide with the amounts/prices quoted by the Contractor. Any invoices not properly identified and complete with information as specified herein will not be approved for payment. Invoices must have a printed paper copy of the date/analytical report attached thereto.

INSTRUCTIONS TO BIDDERS

Based on the scope of work to conduct the effluent and ground water monitoring as specified in this RFP, Bidders shall submit sealed proposals to the CRSD in accordance with this RFP and the invitation/notice to prospective bidders. Any proposal/bid received by the CRSD after the due date and time, will be rejected. The CRSD reserves the right to accept all or any part of a bid, or reject an entire bid as may be deemed to be in the best interests of the school district. Any bid submitted via facsimile will be rejected. Bids shall be submitted in sealed envelopes, clearly labeled and signed by an individual authorized to bind the Contractor to the priced bid.

The Contractor shall be responsible for all background checks of the technicians performing the sampling, collecting all water samples, performing field measurements and laboratory analyses for all parameters, furnish all labor, tools, supplies, transportation, prepare and submit the data and analytical test reports. Bidders shall submit the attached proposal form, in triplicate, according to the following price/cost schedule:

1. Monthly Effluent Grab Sample Each \$ _____
Collection and Analyses
2. Semi-Annual Ground Water Sample Each \$ _____
Collection and Analyses

A copy of the DEP laboratory certification and sub-contract's certification, indicating the certification date(s) and number must be submitted with the Bidder's proposal. Failure to submit a valid certification will be cause of rejection of a bid or proposal.

ADDITIONAL SAMPLINGS AND ANALYSES

As determined by the CRSD or its authorized representative, the Contractor shall collect and analyze additional samples of final effluent and/or ground water if and when needed. In the event the CRSD or its authorized representative request fewer or additional testing parameters on any additional water sample, the Contractor shall submit in writing a revised price for acceptance before proceeding with the additional work. Any additional work if authorized shall be scheduled and performed within ten (10) days of the Contractor receiving authorization from the CRSD or its designated representative.

CONTRACT DURATION

Prices quoted in sealed Proposals shall remain valid for sixty (60) calendar days after the bid due date. A contract awarded as a result of this RFP may be renewed for an additional year, not to exceed a total duration of three (3) years. An award of contract does not guarantee any renewal and all renewals shall be by mutual written consent. CRSD reserves the right to terminate a contract if awarded, or not renew a contact as it deems to be in the best interests of the school district.

FACTORS FOR CONTRACT AWARD

The CRSD reserves the right to evaluate each written proposal based on the individual prices and total annual cost to perform the specified sample collection and analyses. The CRSD further reserves the right in its sole judgment to request additional information from any bidder, in order to demonstrate the experience and qualifications of key personnel and the organization in performing the tasks and efforts required by this RFP. Failure to provide a satisfactory response to such request for additional information will result in rejection of that bidder's proposal.

Attachments:

Aerial site plan of septic system.

PADEP in Water Quality Management Permit No. 0999403

End of Specification

Council Rock School District
30 North Chancellor Street
Newtown, PA 18940

Certified Laboratory Services
For
Bid No. 22-21

BID PROPOSAL

Firm Fixed Price for providing professional services in accordance the Pennsylvania Department of Environmental Protection (PADEP) Water Quality Management Permit.

NAME OF FIRM: _____

	Contract Term		
Sample Type	2022/2023	2023/2024	2024/2025
Monthly Effluent Grab Sample & Analysis - Each			
Semi-Annual Ground Water Sample & Analysis – Each MW			
Yearly Totals			
Monthly Effluent Grab Sample & Analysis – 16 Total			
Semi-Annual Ground Water Sample & Analysis – 8 Total			
Totals			
Resampling Costs – Does not include analysis			
Monthly Effluent Grab Sample Only - Each			
Ground Water Sample Only – Each MW			

DEP Laboratory Certification # _____

Indicate if a sub-contracted sampling company or Laboratory is proposed. If so, please provide the following information.

Name of sub-contractor: _____

Address of sub-contractor: _____

DEP Certification # of sub-contractor: _____

Tasks or analysis being performed by sub-contractor:

Indicate Receipt of Addendums below, if issued. Addendums will be posted on www.crsd.org no later than five (5) business days before the bid opening.

Addendum #	Date of Addendum	Indicate Receipt or N/A
Addendum #1		
Addendum #2		
Addendum #3		

By: _____

Signature

Printed Name

Name of Firm

Address of Firm

AFFIX CORPORATE SEAL

City State Zip code

Telephone Fax

Attest

Email Address



pennsylvania **FILE**
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

**WES
PERMIT
(SANITARY)**

April 10, 2019

CERTIFIED MAIL NO. 7017 1000 0000 5886 7255
RETURN RECEIPT NO. 9590 9402 1222 5246 39

Council Rock School District
The Chancellor Center
30 N Chancellor Street
Newtown, PA 18940

Re: WQM Permit - Sewage
Wrightstown Elementary School
Permit No. 0999403
Authorization ID No. 1257003
Wrightstown Township, Bucks County

Dear Sirs:

Your Water Quality Management (WQM) permit is enclosed. You must comply with all Standard and Special Conditions attached to this Permit. Construction must be done in accordance with the permit application and all supporting documentation. Please review the permit conditions and the supporting documentation submitted with your application before starting construction.

Please note that you are responsible for securing all other required permits, approvals and/or registrations associated with the project, if applicable, under Chapters 102 (erosion and sedimentation control), 105 (stream obstructions and encroachments) and 106 (floodplains) of DEP's regulations. Construction may not proceed until all other required permits have been obtained.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action

Insert Mr. or Ms.

- 2 -

unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

During construction or upon completing construction, please contact Karen McDaniel at 484.250.5126 or kmcdaniel@pa.gov so that an inspection of the facilities may be conducted, at DEP's discretion.

Sincerely,



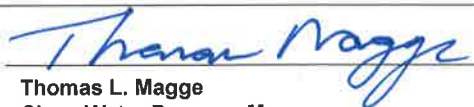
Thomas L. Magge
Environmental Program Manager
Clean Water Program

Enclosures

cc: Bucks County Health Department
Mr. Taylor, Council Rock School District
Mr. Mercuri, P.G., Mercuri Associates Inc.
Ms. Sansoni, SERO, Pa DEP
Mr. Evans, P.G., SERO Pa DEP
Re



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Council Rock School District The Chancellor Center 30 N Chancellor Street Newtown, PA 18940		B. PROJECT/FACILITY (Name): Wrightstown Elementary School	
C. LOCATION (Municipality, County): Wrightstown Township, Bucks County		SITE ID#: 256747	
D. This permit renewal approves the operation of sewage facilities consisting of: A submersible grinder pump station, an aerobic/facultative lagoon, disinfection facility, irrigation pump station, and spray irrigation discharge.			
Pump Stations: _____ Design Capacity: _____ GPM	Manure Storage: Volume: _____ MG Freeboard: _____ inches	Sewage Treatment Facility: Annual Average Flow: <u>0.00161</u> MGD Design Hydraulic Capacity: <u>0.049</u> MGD Design Organic Capacity: _____ lb/day	
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING: 1. Permit Renewal: All construction, operations and procedures shall be in accordance with the Water Quality Management Permit application dated <u>11/09/2018</u> , its supporting documentation and addendums dated <u>01/08/2019</u> , which are hereby made a part of this permit. Amendments: All construction, operations and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation and addendums dated _____, which are hereby made a part of this amendment. Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect. Transfers: Water Quality Management Permit No. _____ dated _____ and conditions, supporting documentation and addendums are also made part of this transfer. 2. Permit Conditions Relating to Sewerage are attached and made part of this permit. 3. Special Conditions <u>I - XVI</u> are attached and made part of this permit.			
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS: 1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply. 2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of this permit. 3. This permit is issued pursuant to the Clean Streams Law Act of June 22, 1937, P.L. 1987, as amended 35 P.S. §691.1 <i>et seq.</i> Issuance of this permit shall not relieve the permittee of any responsibility under any other law. 4. This permit shall expire on <u>04/30/2024</u> . The permittee shall submit an application to renew the permit no later than 180 days prior to the permit expiration date.			
PERMIT ISSUED: April 10, 2019		BY:  Thomas L. Magge TITLE: Clean Water Program Manager	
Permit Effective: May 1, 2019		Southeast Regional Office	

SPECIAL CONDITIONS
Water Quality Management Permit No. 0999403
Council Rock School District

This permit is subject to the following special conditions:

- I. Copies of monthly Discharge Monitoring Reports must be submitted within 28 days of the end of the monitoring period to:

Department of Environmental Protection
Southeast Regional Office
Water Management
2 East Main Street
Norristown, PA 19401

II. **Discharge Limitations and Monitoring Requirements**

Effluent from the sewage treatment plant shall be sampled from the point after disinfection and shall be limited at all times as follows:

Parameter	Discharge Limitations (mg/l)			Monitoring Requirements	
	Average Monthly	Average Weekly	Instantaneous Maximum	Measurement Frequency	Sample Type
Flow (mgd)	Monitor/ Report			Continuous	Recorded
CBOD ₅	25		50	2/Month	Grab
Suspended Solids	30		60	2/Month	Grab
Fecal Coliform	200/100 ml as geometric average			2/Month	Grab
pH	Within limits of 6.0 to 9.0 standard units at all times			2/Month	Grab

Additional treatment requirements include the satisfactory disposal of sludge and the reduction of quantities of oils, greases, acids, alkalis, toxic, taste and odor producing substances, inimical to the public interest to levels which will not pollute the receiving waters.

Monitoring results shall be reported monthly on the Discharge Monitoring Report (DMR). The term "composite" sample means a combination of individual samples collected at regular intervals over a time period. The term "grab" sample means an individual sample collected in less than 15 minutes. Samples and measurements taken as required, herein, shall be representative of the volume and nature of the monitored discharge.

III. Groundwater Monitoring Requirements

The permittee shall effectively monitor the quality of the groundwater. The parameters to be tested, and frequency of analysis and other monitoring requirements shall be as follows:

- A. Semiannual analysis of groundwater sampled at groundwater monitoring wells MW-1A, MW-3A, MW-5A, and MW-7A shall consist of: static water level, sampling depth, turbidity, pH, chloride, total phosphorus, ammonia nitrogen, nitrate nitrogen, nitrite nitrogen, total dissolved solids, fecal coliform, and alkalinity.
- B. Groundwater elevations must be measured prior to purging the groundwater monitoring well.
- C. Before collection of the groundwater sample, a groundwater monitoring well shall be properly purged and allowed to recover to at least 90 percent of the well volume that was present prior to purging.
- D. All groundwater samples shall be collected from within the top five feet of the water elevation within the well column.

IV. Groundwater Monitoring Data Reporting Requirements

All groundwater data shall be submitted to DEP **annually** and be in **report form**. The report shall be due to DEP within 28 days of the end of the month of permit issuance. For example, if your permit was issued on March 4th, then your annual report is due by April 28th. The annual report shall be mailed under separate cover and addressed to:

Department of Environmental Protection
Southeast Regional Office
Clean Water Program
2 East Main Street
Norristown, PA 19401

Attention: Hydrogeologist
Planning Section

The annual groundwater monitoring report shall include the following information:

- A. General Information
 - 1. Facility name
 - 2. Facility permit number
 - 3. Facility location (including municipality and county)
 - 4. Facility contact information:
 - a. permittee name, address, and telephone number
 - b. contacts name and title
 - c. facility operator name, address, and telephone number
 - d. facility consultant name, address, and telephone number

B. Site Data

1. A brief narrative that provides the date and description of any facility event which may have impacted any part of the groundwater monitoring program. (e.g., collapse of groundwater monitoring well, etc.).
2. Average effluent flow for the year covered by the report.
3. In tabular form, the following information needs to be provided for at least the last 5 years of system operation:
 - a. Date of sampling.
 - b. Groundwater elevation
 - c. Sampling depth.
 - d. Identification of upgradient and downgradient wells.
 - e. The results of the analysis of the samples.
4. Background groundwater data generated prior to system start-up. **This information is absolutely needed and needs to be included in the data tabulation.**

C. Comprehensive Groundwater Evaluation (CGE)

As part of the facility's 5-year permit renewal application, the permittee shall submit a report that is a result of a comprehensive evaluation of the systems impact on groundwater. A Registered P.G. must identify any trends which may pose a threat to human health or certify that none are present. Should adverse impacts to groundwater be identified, the permittee needs to recommend actions to address the potential threat.

D. Groundwater Background Report

Within 60 days of system start up, or upon issuance of permit renewal a Groundwater Background Report shall be submitted to DEP. The report shall include the follow information:

1. Site Information
 - a. Brief narrative, including site limitations.
 - b. Soil type and bedrock lithology beneath the absorption areas.
 - c. Site drawings showing general location of absorption fields and monitoring wells. Drawings must show site topography.
2. Construction details of each groundwater monitoring well shall include:
 - a. Well depth.
 - b. Casing depth.
 - c. Static water levels.
 - d. Surface elevation.
 - e. Well log.
 - f. Water bearing zones.

- g. Top of casing elevation.
- h. Ground surface elevation.

Spray Irrigation Requirements

- V. The spray irrigation system consists of two spray areas which shall be maintained in permanent grass. The two spray field areas combined total .99 acres. The system is operated so that effluent is applied to both spray areas at the same time. Irrigation of the combined spray fields is limited to a seasonal maximum rate of 0.5 inches per acre per week and shall be limited at all times as follows:

Month	Maximum Gallons per Week
Jan	0
Feb	0
Mar	0
Apr	13,441
May	13,441
Jun	13,441
Jul	13,441
Aug	13,441
Sep	13,441
Oct	13,441
Nov	0
Dec	0

- VI. Application of effluent shall be managed to prevent run-off of effluent from the permitted spray field and ponding of effluent in the spray areas.
- VII. The spray field vegetation and soils must be managed in accordance with the Vegetation Management Plan prepared and submitted to the Department dated July 2011. Grass cuttings must be removed from the spray fields for each mowing. The spray fields shall be maintained to ensure that vegetation does not interfere with or impair proper operation of the spray heads.
- VIII. Spray irrigation shall not occur on frozen soil or during rainfall events. Effluent may not be applied if more than 0.5 inches of rain falls during the previous 24-hr period.
- IV. The operator is to assess soil moisture content and soil conditions frequently. It is the operator's responsibility to inspect the fields on a routine basis to prevent and/or address damage to the irrigation fields.
- X. The permittee shall include with the monthly Discharge Monitoring Report a Supplemental Land Application System Form 3800-FM-BPNPSM0449 that indicates the gallons per day discharged to the spray irrigation zones.
- XI. Lagoon levels must be frequently monitored by the operator and managed within the low and high, water level parameters as designed. The water level shall be controlled so that a freeboard

of at least 24 inches is maintained at all times. The Department must be notified if the water level is anticipated to enter freeboard.

XII. Unless, otherwise, specified in this permit, the test procedures for analysis of pollutants shall be those contained in 40 C.F.R. Part 136, or alternative test procedures approved pursuant to that Part. For the analysis of CBOD5, consult Section 507 of Standard Methods.

XIII. If the permittee monitors any pollutant more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR.

XIV. **Recording of Results**

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- A. The exact place, date, and time of sampling or measurement.
- B. The person(s) who performed the sampling or measurement.
- C. The dates the analyses were performed.
- D. The person(s) who performed the analyses.
- E. The analytical techniques or methods used.
- F. The results of such analyses.

XV. **Recordkeeping and Retention**

The permittee shall keep records of operation and efficiency of the wastewater treatment facilities. All records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for three (3) years. The three-year period shall be extended as requested by the Department.

XVI. The authorization to discharge contained in Section C of this permit shall expire in five years from the date of issuance, or reissuance. Application for renewal of this permit, or notification of intent to cease discharging by the expiration date, must be submitted to the Department at least 180 days prior to the above expiration date (unless permission has been granted by the Department for submission at a later date). In the event that a timely and complete application for renewal has been submitted and the Department is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit will be automatically continued and will remain fully effective and enforceable pending the grant or denial of the application for permit renewal. The application for renewal shall be submitted on the appropriate Water Quality Management Part II Application forms and shall include a tabulated summary of all groundwater monitoring data for the previous five years, including a discussion of groundwater quality trends resulting from this discharge.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE
For use in Water Quality Management Permits

(Check boxes that apply)

General

- ☒ 1. The Department of Environmental Protection (DEP) considers the licensed Professional Engineer whose seal is affixed to the design documents to be fully responsible for the adequacy of all aspects of the facility design.
- ☒ 2. The permittee shall adopt and enforce an ordinance requiring the abandonment of privies, cesspools or similar receptacles for human waste and onlot sewage disposal systems on the premises of occupied structures accessible to public sewers. All such structures must be connected to the public sewers.
- ☐ 3. The outfall sewer or drain shall be extended to the low water mark of the receiving body of water. Where necessary to ensure proper mixing and waste assimilation, an outfall sewer or drain may be extended with appurtenances below the low water mark and into the bed of a navigable stream provided that the permittee has secured an easement, right-of-way, license or lease from DEP in accordance with Section 15 of the Dam Safety and Encroachments Act, the Act of November 26, 1978, P.L. 1375, as amended.
- ☒ 4. The approval is specifically made contingent on the permittee acquiring all necessary property rights, by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along or across private property with full rights of ingress, egress and regress.
- ☐ 5. When construction of the approved sewerage facilities is completed and before they are placed in operation, the permittee shall notify DEP in writing so that a DEP representative may inspect the facilities.
- ☒ 6. The approval of the plans, and the authority granted in this permit, if not specifically extended, shall cease and be null and void 2 years from the issuance date of this permit unless construction or modification of the facilities covered by this permit has begun on or before the second anniversary of the permit date.
- ☒ 7. If, at any time, the sewerage facilities covered by this permit create a public nuisance, including but not limited to, causing malodors or causing environmental harm to waters of the Commonwealth, DEP may require the permittee to adopt appropriate remedial measures to abate the nuisance or harm.
- ☒ 8. If, after the issuance of this permit, DEP approves a municipal sewage facilities official plan or an amendment to an official plan under Act 537 (Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended) in which sewage from the herein approved facilities will be treated and disposed of at other planned facilities, the permittee shall, upon notification from the municipality or DEP, provide for the conveyance of its sewage to the planned facilities, abandon use and decommission the herein approved facilities including the proper disposal of solids, and notify DEP accordingly. The permittee shall adhere to schedules in the approved official plan, amendments to the plan, or other agreements between the permittee and municipality. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- ☒ 9. This permit does not relieve the permittee of its obligations to comply with all federal, interstate, state or local laws, ordinances and regulations applicable to the sewerage facilities.
- ☒ 10. This permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, easement or interest in, on, to or over any lands which belong to the Commonwealth.
- ☐ 11. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in the NPDES Permit and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- ☐ 12. This permit is issued under the authorization of The Clean Streams Law and 25 Pa. Code Chapter 91. The permittee shall obtain all necessary permits, approvals and/or registrations under 25 Pa. Code Chapters 102, 105 and 106 prior to commencing construction of the facilities authorized by this permit, as applicable. The permittee should contact the DEP office that issued this permit if there are any questions concerning the applicability of additional permits.

- ☐ 13. The facilities shall be constructed under the supervision of a Pennsylvania licensed Professional Engineer in accordance with the approved reports, plans and specifications.
- ☐ 14. A Pennsylvania licensed Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using the "Post Construction Certification" form (3800-PM-WSFR0179a). It is the permittee's responsibility to ensure that a Professional Engineer is on-site to provide the necessary oversight and/or inspections to certify the facilities. The certification must be submitted to DEP before the facility is placed in operation. As-built drawings, photographs (if available) and a description of all deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- ☐ 15. Manhole inverts shall be formed to facilitate the flow of the sewage and to prevent the stranding of sewage solids. The manhole structure shall be built to prevent undue infiltration, entrance of street wash or grit and provide safe access to facilitate manhole maintenance activities.
- ☐ 16. The local Waterways Conservation Officer of the Pennsylvania Fish and Boat Commission (PFBC) shall be notified when the construction of any stream crossing and/or outfall is started and completed. A written permit must be secured from the PFBC if the use of explosives in any waterways is required and the permittee shall notify the local Waterways Conservation Officer when explosives are to be used.

Operation and Maintenance

- ☒ 17. The permittee shall maintain records of "as-built" plans showing all the treatment facilities as actually constructed together with facility operation and maintenance (O&M) manuals and any other relevant information that may be required. Upon request, the "as-built" plans and O&M manuals shall be filed with DEP.
- ☐ 18. The sewers shall have adequate foundation support as soil conditions require. Trenches shall be back-filled to ensure that sewers will have proper structural stability, with minimum settling and adequate protection against breakage. Concrete used in connection with these sewers shall be protected from damage by water, freezing, drying or other harmful conditions until cured.
- ☒ 19. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- ☒ 20. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- ☒ 21. The sewerage facilities shall be properly operated and maintained to perform as designed.
- ☒ 22. The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air and to the highly toxic character of certain gases arising from such digestion or from sewage in poorly ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion or danger from toxic gases may occur, the permittee shall post conspicuous permanent and legible warnings. The permittee shall instruct all employees concerning the aforesaid hazards, first aid and emergency methods of meeting such hazards and shall make all necessary equipment and material accessible.
- ☒ 23. An operator certified in accordance with the Water and Wastewater Systems Operator Certification Act of February 21, 2002, 63 P.S. §§1001, *et seq.* shall operate the sewage treatment plant.
- ☒ 24. The permittee shall properly control any industrial waste discharged into its sewerage system by regulating the rate and quality of such discharge, requiring necessary pretreatment and excluding industrial waste, if necessary, to protect the integrity or operation of the permittee's sewerage system.
- ☒ 25. There shall be no physical connection between a public water supply system and a sewer or appurtenance to it which would permit the passage of any sewage or polluted water into the potable water supply. No water pipe shall pass through or come in contact with any part of a sewer manhole.
- ☐ 26. All connections to the approved sanitary sewers must be in accordance with the official Act 537 Plan and, if applicable, a corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- ☒ 27. Collected screenings, slurries, sludge and other solids shall be handled and disposed of in compliance with Title 25 Pa. Code Chapters 271, 273, 275, 283 and 285 (related to permits and requirements for land filling, land application, incineration and storage of sewage sludge), Federal Regulations 40 CFR 257 and the Federal Clean Water Act and its amendments.



PRIMARY FACILITY NAME/ADDRESS

NAME Wrightstown Elementary SchoolCLIENT Council Rock School DistrictADDRESS The Chancellor CenterNewtown, PA 18940LOCATION Wrightstown TownshipBucks CountyWATERSHED 2-F

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

0999403			
PERMIT NUMBER			

Spray Fields			
OUTFALL NUMBER			

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
			TO		

Reporting Frequency:	<u>Monthly</u>
DMR Effective From:	<u>May 1, 2019</u>
DMR Effective To:	<u>April 30, 2024</u>
Permit Expires:	<u>April 30, 2024</u>
Permit Application Due:	<u>November 2, 2023</u>

NOTE: Read Instructions before completing this form

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE		
Flow	SAMPLE MEASUREMENT								
	PERMIT REQUIREMENT	Report Avg Mo	XXX	MGD	XXX	XXX	XXX	Continuous	Recorded
	SAMPLE MEASUREMENT								
pH	PERMIT REQUIREMENT	XXX	XXX	XXX	6.0 Inst Min	XXX	9.0 IMAX	2/month	Grab
	SAMPLE MEASUREMENT								
	PERMIT REQUIREMENT	XXX	XXX	XXX	25.0 Avg Mo	40.0 Wkly Avg	50.0 IMAX	2/month	Grab
Carbonaceous Biochemical Oxygen Demand (CBOD5)	SAMPLE MEASUREMENT								
	PERMIT REQUIREMENT	XXX	XXX	XXX	30.0 Avg Mo	45.0 Wkly Avg	60.0 IMAX	2/month	Grab
	SAMPLE MEASUREMENT								
Total Suspended Solids	PERMIT REQUIREMENT	XXX	XXX	XXX					
	SAMPLE MEASUREMENT								
	PERMIT REQUIREMENT	XXX	XXX	XXX					
Fecal Coliform	SAMPLE MEASUREMENT								
	PERMIT REQUIREMENT	XXX	XXX	XXX					
	SAMPLE MEASUREMENT								

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).			
	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT			
TYPED OR PRINTED	AREA CODE	NUMBER	YEAR	MO DAY

COMMENTS (Report all violations on the "Non-Compliance Reporting Form")



INSTRUCTIONS FOR COMPLETING DISCHARGE MONITORING REPORTS (DMRs)

General

One or more Discharge Monitoring Reports (DMRs) are attached to your permit for reporting the results of self-monitoring activities as required by your permit. You should make copies of the DMRs for your ongoing use, unless you elect to participate in the Department of Environmental Protection's (DEP's) electronic DMR (eDMR) program (see www.dep.pa.gov/edmr).

- Reporting frequencies will vary depending on the monitoring frequencies listed in your permit, and are generally monthly, quarterly semi-annually and annually.
- Your reports must be received by DEP on the 28th day of the month following the end of the reporting period, unless otherwise specified in Part C of your permit.
- Your permit may require submission of DMRs to other agencies, including the U.S. Environmental Protection Agency (EPA).
- If you receive DMRs in the mail from EPA, please discontinue use of DMR Form No. 3800-FM-BCW0462 and begin using EPA's DMRs.
- DMRs will generally include pre-populated information for permittee name and address, facility location, permit number, outfall number, permit expiration date, parameter names, and permit requirements. If you identify any errors on a DMR issued by DEP, please contact the DEP regional office that issued your permit. If you identify any errors on a DMR issued by EPA, please contact DEP's Central Office at 717-787-6744. **DO NOT make changes to DMRs issued to you.**
- You may use computer-generated replicas of Form No. 3800-FM-BCW0462 or of EPA's DMR if you receive prior approval from DEP and EPA. **DEP reserves the right to instruct you to discontinue the submission of computer-generated DMRs if the permit requirements you entered on the form are inaccurate.**

Instructions

1. Enter statistical results into each blank field below the "VALUE" column headers. Results must be reported in the same units shown on the DMR.
2. Sum the total number of excursions or exceedances of permit limits across the row for each parameter and enter the value into the "NO. EX" field. For example, if the permit contains limits of 6.0 S.U. (Minimum) and 9.0 S.U. (Maximum) for pH, and the Minimum and Maximum results are 5.9 S.U. and 9.1 S.U., respectively, enter "2" into the "NO. EX" field.
3. Report the actual sampling frequency and sample type utilized during the reporting period in the fields corresponding to "Frequency of Analysis" and "Sample Type", respectively.
4. Type the name of the principal executive officer (or an authorized agent designated by a principal executive officer) who is taking responsibility for the report, sign the report (should be in ink), enter the telephone number of the responsible individual, and record the date that the report was signed. Mail only original, signed copies of DMRs.
5. In the Comments section at the bottom of the DMR, you may write a brief summary of violations in this section; however, DEP requests that all violations during the monitoring period be reported in more detail on DEP's **Non-Compliance Reporting Form** (3800-FM-BCW0440) and be submitted as an attachment to the DMR. Other uses of the Comments Section include explanations of attachments to the DMR, explanations for the unavailability of data, and brief summaries of issues that have affected operations or effluent quality during the monitoring period. Always consider attaching a letter or separate document to explain your situation in more detail.

No Discharge or No Data Available

If there was no discharge at all from an outfall during the monitoring period, check the "No Discharge" box on the top of the DMR. Complete the information above and below the table and mail the DMR to the appropriate agencies. Be sure to sign and date the DMR.

If there was no discharge of a specific parameter (e.g., if a chlorine limit is in the permit but chlorine was not used for disinfection during the entire reporting period), or if data are not available for a specific parameter for the entire reporting period, do not leave the DMR blank. Instead, report one of the following No Data Indicator (NODI) codes that apply to your situation in the appropriate value field, and **provide an explanation as an attachment to the DMR**:

- A** Use if you are exempted from monitoring the parameter because of a General Permit condition.
- E** Use if all samples or results are not available for the reporting period due to equipment failure or because sample collection was overlooked or samples could not be collected for the parameter.
- GG** Use if your permit requires sample collection and analysis only under certain conditions and those conditions were not met during the reporting period (e.g., report chlorine results only when chlorination system is used).
- FF** Other: use if there is any reason for the absence of data that is not covered by those above.

If you have at least one result for a parameter, the value should be reported and not a NODI code.

Calculations

The following explains how to calculate statistical values that are commonly required by permits:

Monthly Average – For Loading (lbs/day), sum the total of daily loadings and divide by the number of samples during the month. To calculate the daily loading, multiply the daily concentration (mg/l) by the flow (MGD) on the date of sampling and a conversion factor of 8.34. For Concentration, sum the total of daily concentrations and divide by the number of samples.

Weekly Average – For Loading (lbs/day), sum the total of average daily loadings during each week of the reporting period (beginning on a Sunday and ending on a Saturday) and divide by the number of samples during the week. For Concentration, sum the total of daily concentrations each week and divide by the number of samples. Report the maximum weekly average on the DMR.

Maximum Daily ("Daily Max") – Report the maximum concentration or load measured during a 24-hour period during the reporting period; if multiple measurements are taken daily, include all data in the analysis.

Instantaneous Maximum ("IMAX") – Report the maximum result obtained by a grab sample for a specific pollutant over the entire reporting period covered by a DMR.

Instantaneous Minimum ("Minimum") – Report the minimum result obtained by a grab sample for a specific pollutant over the entire reporting period covered by a DMR.

Total Monthly Load (lbs) – Sum the total of average daily loadings, divide by the number of samples during the month, and multiply by the number of days in the month.

Geometric Mean – Report the average of a set of n sample results given by the n th root of their product. If any result is zero (0), substitute 1 for the calculation. For example, five samples were analyzed with the following results: 20, 300, 400, 500, and 0. The calculation of geometric mean is as follows (note that you will need to use the power function on a calculator):

$$\sqrt[5]{20 \cdot 300 \cdot 400 \cdot 500 \cdot 1} = \sqrt[5]{1,200,000,000} = (1,200,000,000)^{1/5} = 65$$

Non-Detect Data**Conventional and Toxic Parameters**

For calculating average values of data sets in which there are some "detections" (results at or above the laboratory reporting limit) and some "non-detect" data (results reported below the laboratory reporting limit), use the reporting limit for non-detect data. In other words, ignore the less than (<) symbol for statistical calculations and include the < symbol with the statistical result if there is at least one non-detect result in the data set. For example, four samples were analyzed with the following results: < 1.0, 2.0, < 1.0, and 1.0. The average statistical result is < 1.3.

Where the permit includes an effluent limitation for a parameter that is less than the most sensitive detection limit available, and the laboratory reports a value at or below the lowest level specified by the permit, you may use zero (0) in the calculation in lieu of the reporting limit, if the parameter is identified in 25 Pa. Code Chapter 16, Appendix A, Tables 2A and 2B. In general, parameters with limitations that are less than the most sensitive detection limit will be identified in Part C of the permit, if applicable.

Bacteria Parameters

Report all "non-detect" (e.g., < 2) and "too numerous to count" (TNTC) (e.g., > 2,000) results on DMR supplemental forms as reported by the laboratory. Do not report "TNTC" on supplemental forms, but instead report a value qualified with the ">" symbol. Where a data set includes one or more "non-detect" and/or TNTC results, calculate the geometric mean by ignoring qualifying symbols, but report the value with the symbol. If a data set includes both ">" and "<" qualifiers, the ">" qualifier takes precedence for reporting. For all "non-detect" values, specify in the Comments section of the DMR the maximum volume filtered at the laboratory.

Example 1 – For results are determined, < 2, 10, 20, and 30. The geometric mean should be reported as $< (2 \cdot 10 \cdot 20 \cdot 30)^{0.25} = < 10$. Specify the maximum volume filtered for the < 2 result in the DMR Comments.

Example 2 – Three results are determined, < 2, 1,000, and > 2,000. The geometric mean should be reported as $> (2 \cdot 1,000 \cdot 2,000)^{0.333} = > 158$.

Rounding and Precision

Statistical values reported on the DMR should be rounded to the same number of decimal places as the limit for the parameter as set forth in the permit. If the permit does not contain a limit but requests monitoring only, statistical values for concentration results should be rounded to the maximum number of decimal places in the data set as reported by the laboratory or the instrument used for analysis. If mass loads must be reported and there is no limit, round statistical values to the nearest whole number, unless the calculated number is less than one, in which case the value should be rounded to one significant figure (e.g., 0.1, 0.05, etc.). If the number you are rounding is followed by 5, 6, 7, 8, or 9, round the number up, otherwise round down.

The documents "Discharge Monitoring Reports Overview and Summary" (3800-BK-DEP3047) and "Management of Non-Detect Results for Discharge Monitoring Reports" (3800-FS-DEP4262) contain more information and are incorporated by reference. These documents are available on DEP's website.

**COUNCIL ROCK SCHOOL DISTRICT
CERTIFIED LABORATORY SERVICES
WRIGHTSTOWN ELEMENTARY SCHOOL
SAMPLE AGREEMENT
Bid No. 22-21**

THIS AGREEMENT made this Fifth (5th) day of May, 2022, by and between XXXX, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called the "CONTRACTOR"), and the COUNCIL ROCK SCHOOL DISTRICT, a second class school district located in the Commonwealth of Pennsylvania (hereinafter called the "DISTRICT").

WITNESSETH, that the CONTRACTOR and DISTRICT, for the consideration stated herein, mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The CONTRACTOR shall furnish all supervision, personnel, labor, materials, tools, minimum equipment and services, including work zone traffic control, utility and transportation services, and perform and complete all work required for the stated Council Rock School District Bid – Certified Laboratory Services – Wrightstown Elementary School Bid No. 22-20, all in accordance with the listed Contract Documents dated March 2022 as prepared by the District.

ARTICLE 2. THE CONTRACT PRICE

The DISTRICT will pay the CONTRACTOR per unit of work completed, as described in the specifications, with an estimated total sum of XXXX dollars and XXX Cents (\$ XXXX) for all work to be performed under this Contract, payable as stipulated in the Contract Documents for the item of work or the several respective items of work actually completed.

ARTICLE 3. CONTRACT

The Contract Documents shall consist of the following:

- | | | | |
|----|------------------------|----|-----------------------------|
| A. | This Agreement. | E. | Drawings |
| B. | Addenda. | F. | Contractor's bid submission |
| C. | Instruction to Bidders | | |
| D. | Scope of Work | | |

THIS AGREEMENT, together with the other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflict with any provision of any other component part, the provisions of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

ARTICLE 4. STIPULATION AGAINST LIENS

a. At the time of and immediately before the execution of the Contract and before any authority has been given by the said DISTRICT to the said CONTRACTOR to commence work on the said project or purchase materials for the same, in consideration of the making of the said Contract with the said CONTRACTOR, it is agreed that no mechanic's claims or other liens shall be filed against the project, building and/or lot of ground appurtenant thereto by any subcontractor of the CONTRACTOR, nor by any of the CONTRACTOR'S materialmen or suppliers for any materials, supplies or labor purchased or

furnished in connection with the CONTRACTOR's work of the said project or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith.

b. A waiver of liens in a form satisfactory to the DISTRICT shall be filed in the Office of the Prothonotary of Bucks County at such time as may be necessary to preclude the filing of any liens by any subcontractor or material suppliers. In any event, the filing of the waiver of liens must occur no later than one (1) day prior to the start of operations for execution of the Contract work.

c. In exchange for each and every payment tendered to CONTRACTOR by the DISTRICT under the Contract, CONTRACTOR shall submit to the DISTRICT or its designee an unconditional partial lien waiver for the portion of the work for which each payment is being tendered (and in exchange for final payment, a complete and final lien waiver) and which acknowledges receipt of such payment, in a form acceptable to the DISTRICT or its designee.

ARTICLE 5. INDUCEMENT AND INTEREST

As an inducement to the execution of this Contract by the DISTRICT, the CONTRACTOR represents and agrees that the CONTRACTOR has not employed any persons to solicit or procure this Contract, and has not made, and will not make, any payments to anyone, nor any agreement for the payment of any commission percentage, brokerage, compensation fee, or other compensation to anyone in connection with the procurement of this Contract; and that the CONTRACTOR has not now and will not acquire any direct or indirect present or prospective interest, including but not limited to that of real estate agent, broker, or appraiser, in any of the portions or parcels in the Project Area covered; and has not employed and will not employ, in connection with the work or services to be performed hereunder, any persons having any such interest, direct or indirect, during the term of this Contract.

ARTICLE 6. INDEMNIFICATION

It is understood and agreed that the CONTRACTOR is a third party CONTRACTOR and is not a servant, agent or employee of the DISTRICT. To the extent permitted by law, Contractor covenants to save, defend, keep harmless and indemnify the DISTRICT, its elected and appointed officials, servants, agents and employees from and against any and all claims, loss, damage, injury, cost including court costs and attorney's fees, charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with Contractor's performance (or failure of performance) of the Contract terms or its obligations under the Contract.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance (or nonperformance) of the work covered under this Contract.

A. GENERAL INSURANCE REQUIREMENTS

All insurers and sureties underwriting Contractor's or any subcontractor's insurance and bonds must be licensed in the Commonwealth of Pennsylvania and have a minimum rating of "A" (financial strength rating) and "VII" (financial size category) in the latest edition of Best's Insurance Reports, unless otherwise approved by the DISTRICT. (Such insurers and sureties shall also meet such additional requirements and qualifications as may be set forth in the Supplementary Conditions.)

The Contractor shall not start work under this Contract until Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the DISTRICT; nor shall Contractor allow any subcontractors to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor.

Approval of insurance required of Contractor and subcontractors by the DISTRICT will be granted only after submission to the DISTRICT of original, signed certificates of insurance or, alternately, at the DISTRICT's request, certified copies of the required insurance policies. Approval of insurance required shall not be unreasonably withheld.

Contractor shall require all subcontractors to maintain, during the term of this agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the DISTRICT immediately upon request.

All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until sixty (60) days prior written notice has been given to the DISTRICT.

Each insurance policy required by this Contract, except for the workers' compensation policy, shall contain the following clause:

"The DISTRICT, its board members, employees, agents, officials and volunteers are hereby added as additional insureds as respects the operations and activities covered by this policy."

Any insurance maintained by the DISTRICT shall apply in excess of the insurance required by this Contract.

No acceptance and/or approval of any insurance by the DISTRICT shall be construed as relieving or excusing Contractor, or the surety, or its bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract.

B. CONTRACTOR'S INSURANCE

Contractor shall secure and maintain, at its own expense, the following insurance:

Commercial general liability insurance which insures against claims for bodily injury and property damage arising out of or in connection with any operations or work under the Contract Documents whether such operations be by Contractor, its employees or subcontractors or their employees. The policy shall provide minimum limits of coverage as follows:

\$1,000,000 combined single limit - each occurrence
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

Any aggregate limit shall apply per project and per location.

This insurance shall name the DISTRICT, its board members, employees, agents, officials and volunteers as additional insureds in accordance with Article 6A above. The commercial general liability policy shall afford coverage for explosion, collapse and underground hazards, contractual liability and liability arising from independent contractors. Products and completed operations insurance shall be maintained for two years after completion of the Project.

Business auto liability insurance that insures against bodily injury and property damage claims arising out of the maintenance, use or operation of any "auto". The minimum limit shall be a combined single limit of \$1,000,000 per accident. This policy shall include the Motor Carrier Act endorsement if applicable.

Workers' compensation insurance and employers' liability insurance which satisfies Contractor's legal obligation to its employees in the states in which they operate on the District's behalf. In any event, employers' liability insurance shall be secured by Contractor with minimum limits of \$100,000 per employee for bodily injury by accident, \$100,000 per employee for bodily injury by disease and a \$500,000 aggregate policy limit for bodily injury by disease. Coverage for Pennsylvania benefits must be specifically referenced on certificates and certified policies provided to the DISTRICT

ARTICLE 7. INTERPRETATION

In the event a dispute arises regarding this Contract or the work to be performed by Contractor hereunder, the parties agree that the District's initial determination regarding a proper resolution of such dispute shall prevail subject to the right of the Contractor to perform any disputed work under protest, the notice of which shall be provided to the District by advance written notice.

ARTICLE 8. BACKGROUND CHECK

Contractor will operate within the policies of the District and the goals, policies and procedures now or at some date established or approved by the District's administration with regard to the safety of pupils, the security of the District's grounds and buildings and the District's operations generally. Contractor shall maintain a current Child Abuse History Clearance as provided by the Pennsylvania Department of Public Welfare (Act 111), provide a satisfactory criminal history background check (Act 34 PA), and FBI fingerprinting clearance (Act 114) to the District for each individual engaged by Contractor to provide services who will come in direct contact with children in providing such services, including Contractor.

ARTICLE 9. MISCELLANEOUS

The term of this Agreement shall be from July 1, 2022 through June 30, 2023. Notwithstanding anything herein to the contrary, OWNER may terminate this Agreement at any time for its convenience upon thirty (30) days written notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) copies on the day and year first above written.

Attest:

By: _____

Contractor:

By

(Title)

(Street)

(City)

DISTRICT (Owner)

Board President

Attest:

(Secretary)

CERTIFICATIONS

I, _____, certify that I
am the _____ of the Corporation named as Contractor herein, that _____
_____ who signed this Agreement on behalf of the Contractor, was
then _____ of said corporation; that said Agreement was duly signed for and on
behalf of said corporation by authority of its governing body, and is within the scope of its corporate
powers.

(Corporate Seal)

(Print or type the names underneath all signatures)