

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twentieth day of December in the year Two Thousand and Sixteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Brandywine School District
3305 Green Street
Claymont, DE 19703

and the Contractor:

(Name, legal status, address and other information)

East Coast Plumbing & HVAC, Inc.
26A Brookhill Drive
Newark, DE 19702

for the following Project:

(Name, location and detailed description)

Brandywine School District—
Concord High School
Pool Pack Replacement
2501 Ebright Road
Wilmington, DE 19810

The Architect:

(Name, legal status, address and other information)

ABHA Architects, Inc.
1621 N. Lincoln Street
Wilmington, DE 19806

The Owner and Contractor agree as follows.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 ~~The~~ the date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Work is to commence on March 1, 2017.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~() days from the date of commencement, or as follows:~~ August 20, 2017.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work
All Contract Work.

Substantial Completion Date
August 20, 2017.

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$ —)~~, Four Hundred and Forty-Two Thousand Dollars and Zero Cents (\$442,000.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Contract Sum: \$442,000.00

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)(\$ 0.00)
<u>N/A</u>		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
<u>N/A</u>	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the — day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the — day of the — month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than — (—) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (—%)~~ five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%); ~~(%)~~ ~~5%~~;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

After the Architect has approved and issued a Certificate for Payment, Payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ Litigation in a court of competent jurisdiction

☐ Other ~~(Specify)~~ **X** Other: Any remedies available in law or in equity.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%—Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at a rate of 1% per month not to exceed 12% per annum.

§ 8.3 The Owner's representative:
(Name, address and other information)

Mr. John Read or Mr. Woody Scott
Brandywine School District
3305 Green Street
Claymont, DE 19703
Email: john.read@bsd.k12.de.us/elwood.scott@bsd.k12.de.us

§ 8.4 The Contractor's representative:
(Name, address and other information)

Init.

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1513311352)

Mr. Donald Puharic
East Coast Plumbing & HVAC, Inc.
26A Brookhill Drive
Newark, DE 19702

The Contractor's representative shall not be changed without ten days written notice to the Owner.

~~§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.~~

§ 8.6 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>007313</u>	<u>Supplementary</u> <u>Conditions</u>	<u>October 12, 2016</u>	<u>007313-1 -8</u>
<u>009000</u>	<u>State of Delaware</u> <u>General Conditions</u>	<u>October 12, 2016</u>	<u>009000-1-15</u>

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications Exhibit: A attached.

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings Exhibit: A attached.

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
<u>Addendum No. 1</u>	<u>November 3, 2016</u>	<u>Pages 1 - 2</u>
<u>Addendum No. 2</u>	<u>November 9, 2016</u>	<u>Pages 1 - 4</u>
<u>Addendum No. 3</u>	<u>November 15, 2016</u>	<u>Page 1 of 1</u>
<u>Addendum No. 4</u>	<u>November 28, 2016</u>	<u>Pages 1 - 2</u>
<u>Addendum No. 5</u>	<u>December 5, 2016</u>	<u>Pages 1 - 2</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit B: Bid submitted by East Coast Plumbing and HVAC, Inc.

Note: The State of Delaware requires drug testing for public works projects over \$100,000. See detailed requirements, by accessing link below.
<http://www.dfm.delaware.gov/docs/pw-drugtesting-faq.pdf>

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007. A201–2007 and as required by Section 009000 - General Requirements.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond

Limit of liability or bond amount ~~(\$0.00)~~ (\$ 0.00)

Refer to Project Manual, Section 009000
– State of Delaware General
Requirements

This Agreement entered into as of the day and year first written above.

BRANDYWINE SCHOOL DISTRICT
Original On File

EAST COAST PLUMBING & HVAC, INC.
Original On File

OWNER (Signature)

Dr. Mark Holodick, Superintendent
(Printed name and title)

CONTRACTOR (Signature)

Donald J. Puhario
(Printed name and title) President

"EXHIBIT A"

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"EXHIBIT B"

Brandywine School District

Concord High School PoolPak Replacement
Project No. 1226

SECTION 004113

BID FORM

FOR BIDS DUE: 12/15/2016

TO: BRANDYWINE SCHOOL
DISTRICT

FOR: CONCORD HIGH SCHOOL
POOLPAK REPLACEMENT

1311 BRANDYWINE BLVD
WILMINGTON, DE. 19809

2501 EBRIGHT RD
WILMINGTON, DE. 19810

FOR CONTRACT: BSD17001-POOLPAK

NAME OF BIDDER: East Coast Plumbing & HVAC, Inc.

DELAWARE BUSINESS LICENSE NO.: 1996101312

(A copy of Bidder's Delaware Business License must be attached to this form.)

TAXPAYER ID NO.: Original On File

(OTHER LICENSE NOS.): _____

PHONE NO.: (302) 266.0530

FAX NO.: (302) 266.0532

EMAIL ADDRESS: jose@ecph.net

The undersigned, representing that he has read and understands the Bidding Documents, including the complete Project Manual and the Drawings as listed in the Table of Contents, all dated 10/12, 20 16, and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID:

Four Hundred Forty Two Thousand

(expressed in words)

(\$ 442,000-)

(expressed in figures)

"EXHIBIT B"

Brandywine School District

Concord High School PoolPak Replacement
BSD17001-POOLPAK

BID FORM

SIGNATURE FORM

I / We acknowledge Addendas Numbered 1,2,3,4,5 and the price(s) submitted include any cost / schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for 30 days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within 90 calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation ☒

By: East Coast Plumbing & HVAC, Inc. Trading as: Same

(Individual's / General Partner's / Corporate Name)

Delaware

(State of Corporation)

Business Address: 26 Brookhill Drive
Newark, Delaware 19702

Witness: Original On File

By: Original On File

(Authorized Signature)

(SEAL)

Donald J. Puharic, President

(Title)

Date: December 15, 2016

Attachments:

Sub-Contractor List.

Non-Collusion Statement.

Affidavit(s) of Employee Drug Testing Program

Bid Security.

"EXHIBIT B"

New Castle County
Department of Land Use - Licensing Division
87 Reads Way
New Castle, DE 19720

This certifies that the company named
is licensed as a contractor under the
laws of New Castle County.



Issued To: EAST COAST PLUMBING & HVAC

License Expires December 31, 2016

License No. UT1388

CONTRACTOR LICENSE WITH PERMIT ENDORSEMENT

This license holder has obtained a permit contractor endorsement in the category of Utility Contractor to perform work where a permit may be required

New Castle County

LICENSE NO. 1996101312 DORAL

POST CONSPICUOUSLY

STATE OF DELAWARE
DIVISION OF REVENUE

VALID
01/01/16 - 12/31/18
NOT TRANSFERABLE

DLN: 15 98633 89

BUSINESS CODE 331
GROUP CODE

LICENSED ACTIVITY CONTRACTOR-RESIDENT

DATE ISSUED 12/15/15

VALIDATED

2018

LICENSE FEE: \$ 225.00

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

EAST COAST PLUMBING & HVAC INC
26A BROOKHILL DR
NEWARK DE 19702-1301



EAST COAST PLUMBING & HVAC INC
26A BROOKHILL DR
NEWARK DE 19702-1301

PATRICK T. CARTER
DIRECTOR OF REVENUE

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION
OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE
APPLICATION DULY FILED PURSUANT TO TITLE 36 DEL. CODE

"EXHIBIT B"

Concord High School PoolPak Replacement
Project No. 1226

Brandywine School District

**BID FORM
SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the Owner, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work. This form must be filled out completely with no additions or deletions. Note that all subcontractors listed below must have a signed Affidavit of Employee Drug Testing Program included with this bid.

SUBCONTRACTOR CATEGORY	SUBCONTRACTOR	ADDRESS (City & State)	SUBCONTRACTOR Taxpayer ID # or DE Business License #
mechanical	ECPH, INC.	Newark, DE	1998101312
Electrical	Superior Elec.	Wilmington, DE	1989025171
PAINTING	Tamestown	Newark, DE	1989029764
INSULATION	PATRIOT INSULATION	NEWARK, DE	2010600926

"EXHIBIT B"

Brandywine School District

Concord High School PoolPak Replacement
BSD17001-POOLPAK

BID FORM
NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date.

All the terms and conditions of this Contract have been thoroughly examined and are understood.

NAME OF BIDDER: East Coast Plumbing & HVAC, Inc.

AUTHORIZED REPRESENTATIVE

(TYPED): Donald J. Puharic

AUTHORIZED REPRESENTATIVE,

(SIGNATURE): Original On File

TITLE: President

ADDRESS OF BIDDER: 26 Brookhill Drive
Newark, Delaware 19702

PHONE NUMBER: 302.266.0530

Sworn to and Subscribed before me this 15 day of December, 2016

My Commission expires : 10/20/2019 NOTARY PUBLIC Original On File

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE
CONSIDERED.



"EXHIBIT B"

Concord High School PoolPak Replacement
Project No. 1226

Brandywine School District

BID FORM
EMPLOYEE DRUG TESTING PROGRAM

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

CONTRACTOR/SUBCONTRACTOR

NAME: East Coast Plumbing & HVAC, Inc.

CONTRACTOR/SUBCONTRACTOR

ADDRESS: 26 Brookhill Drive
Newark, Delaware 19702

AUTHORIZED REPRESENTATIVE

(TYPED): Donald J. Puharic, President

AUTHORIZED REPRESENTATIVE

(SIGNATURE):

Original On File

Sworn to and Subscribed before me this 15 day of December, 2016

My Commission expires : 10/20/2019 NOTARY PUBLIC

Original On File

END OF DOCUMENT



"EXHIBIT B"

Concord High School PoolPak Replacement
Project No. 1226

Brandywine School District

BID FORM
EMPLOYEE DRUG TESTING PROGRAM

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

CONTRACTOR/SUBCONTRACTOR

NAME:

Jamstown Inc

CONTRACTOR/SUBCONTRACTOR

ADDRESS:

830 Dawson Drive
Newark, DE 19713

AUTHORIZED REPRESENTATIVE

(TYPED):

Howard E Zebloy Jr

AUTHORIZED REPRESENTATIVE

Original On File

(SIGNATURE):

Sworn to and Subscribed before me this

15th

day of

December

2016

Original On File

My Commission expires : 10/27/20 NOTARY PUBLIC

END OF DOCUMENT



"EXHIBIT B"

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name:

Patriot Insulation Contractors

Contractor/Subcontractor Address:

316 Woodale Ave
New Castle, DE 19720

Authorized Representative (typed or printed):

John Dillon

Original On File

Authorized Representative (signature):

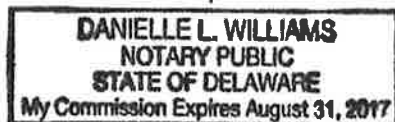
Operation Manager

Title:

Sworn to and Subscribed before me this 15th day of September 2016

Original On File

My Commission expires 8/31/17 NOTARY PUBLIC



THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

"EXHIBIT B"

Concord High School PoolPak Replacement
Project No. 1226

Brandywine School District

BID FORM
EMPLOYEE DRUG TESTING PROGRAM

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

CONTRACTOR/SUBCONTRACTOR

NAME: Superior Electric Service Company

CONTRACTOR/SUBCONTRACTOR

ADDRESS: 36 Germay Drive
Wilmington, Delaware 19804

AUTHORIZED REPRESENTATIVE

(TYPED): Jimmie Fitzsimmons

AUTHORIZED REPRESENTATIVE

(SIGNATURE):

[Signature]
Original On File

Sworn to and Subscribed before me this 15th day of December, 2016

Original On File

My Commission expires : 03/28/2020 NOTARY PUBLIC

JOELLE A. CORDREY
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires March 28, 2020

END OF DOCUMENT

Title

"EXHIBIT B"

POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7453350

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christine M. Hrusovsky; David A. Johnson; David C. Rosenberg; Denise M. Bruno; Elizabeth P. Cervini; Harry C. Rosenberg; Jonathan F. Black; Joyce M. Houghton; Julia R. Burnet; Matthew J. Rosenberg; Michelle G. Higgins; Sherri L. Feeney

all of the city of King of Prussia, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of August, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
Original On File

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of August, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Original On File

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

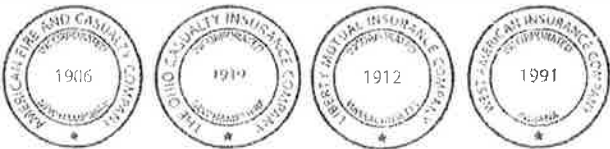
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of December, 20 16



Original On File

By: Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.