

 **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 September in the year Two Thousand and Seventeen.

(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)

Terra Technical Services, LLC
600 S. Brandywine Avenue
Downingtown, PA 19335

for the following Project:

(Name, location and detailed description)

Burnett Building Demolition
702 West 37th Street
Wilmington, DE 19802

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.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

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 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.)

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 One hundred and forty days (140) days from the date of commencement, or as follows:

(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

, 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 Seven Hundred and Seventy-Five Thousand Dollars (\$ 775,000.00), 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.)

N/A

§ 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)
<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

Init.

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 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 %);
- .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)* 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. James Conlon (Primary)

Mr. John Read or Woody Scott

Brandywine School District

3305 Green Street

Claymont, DE 19703

james.conlon@bsd.k12.us / john.read@bsd.k12.de.us / elwood.scott@bsd.k12.de.us

§ 8.4 The Contractor's representative:

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:45:02 on 08/31/2017 under Order No. 5269275941 which expires on 04/28/2018, and is not for resale.

(Name, address and other information)

Mr. Robert Haly, V.P. , Project Manager
Mr. Conrad Muhly IV, CEO
Terra Technical Services, LLC
600 S. Brandywine Avenue
Downingtown, PA 19335

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
----------	-------	------	-------

§ 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
<u>007313</u>	<u>Supplemental Conditions</u>	<u>June 15, 2017</u>	<u>007313-1 - 8</u>

§ 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
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
<u>1</u>	<u>August 10, 2017</u>	<u>Part 1 - 1 Page</u> <u>Part 2 - 1 Page</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:

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:45:02 on 08/31/2017 under Order No. 5269275941 which expires on 04/28/2018, and is not for resale.

Init.

- .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 Terra Technical Services, LLC, dated 8/24/17.
Exhibit C: Contractor/Subcontractor Annual & Supplemental Prequalification Forms dated 6/25/17.

Note: The State of Delaware requires drug testing for public works projects over \$100,000. See information by accessing link below:

<http://dfm.delaware.gov/construc/documents/pw-drugtesting-faq.pdf?ver=0706>

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.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.) A201-2007, per attached Exhibit C - Contractor/Subcontractor Annual & Supplementary Prequalification packet and as required by Section 009000 - General Requirements.

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Per attached Exhibit C - Contractor/Subcontractor Annual & Supplementary Prequalification packet and as required by Section 009000 - General Requirements.	

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

Original On File

Original On File

OWNER (Signature)

TERRA TECHNICAL SERVICES, LLC

CONTRACTOR (Signature)

Dr. Mark Holodick, Superintendent

CONRAD E. MURPHY, IV

(Printed name and title)

(Printed name and title)

Original On File

CEO

Lincoln Hohler, Assistant Superintendent

TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 1155	ADVERTISEMENT FOR BIDS	2
00 1156	PRE-QUALIFICATION REQUIREMENTS	1
00 2110	INSTRUCTIONS TO BIDDERS	0
00 4113	BID FORM - DEMOLITION	10
00 5000	CONTRACTING FORMS AND SUPPLEMENTS	1
00 7310	SUPPLEMENTARY GENERAL CONDITIONS A201-2007	8
00 7313	SUPPLEMENTARY CONDITIONS	8
00 9000	DE STATE GENERAL REQUIREMENTS	12
00 9500	GENERAL AND SPECIAL INSTRUCTIONS	1

DIVISION 01 - GENERAL REQUIREMENTS

01 1000	SUMMARY	2
01 2000	PRICE AND PAYMENT PROCEDURES	3
01 3000	ADMINISTRATIVE REQUIREMENTS	2
01 5000	TEMPORARY FACILITIES AND CONTROLS	3
01 7000	EXECUTION AND CLOSEOUT REQUIREMENTS	5
01 7800	CLOSEOUT SUBMITTALS	0

DIVISION 02 - EXISTING CONDITIONS

02 2000	VIBRATION MONITORING	1
02 4100	DEMOLITION	3

DIVISION 31 - EARTHWORK

31 2200	GRADING	2
31 2323	FILL	3

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 9219	SEEDING	3
---------	---------	---

OTHER DOCUMENTS

1. Certified Wage Rate Heavy Construction March 2017
2. A 101 Owner Contractor Agreement – sample
3. A201 Owner Contractor General Conditions – sample

Drawings

1. EROSION CONTROL DRAWINGS (copy to be kept on site)
 - a. CS-100 EROSION CONTROL PLAN
 - b. CS-101 EROSION CONTROL PLAN NOTES & DETAILS
2. REFERENCE DRAWINGS LIST

(Available information re existing building)
CONTRACTOR TO FIELD VERIFY CONDITIONS

- D-100 EXISTING BUILDING PLANS
- D-101 EXISTING BUILDING PLANS
- D-102 EXISTING STRUCTURAL PLANS
- D-103 EXISTING STRUCTURAL PLANS
- D-104 EXISTING STRUCTURAL PLANS
- D-105 DEMOLITION SITE PLAN

- REF-100 SOIL BORING PLAN
- REF-101 ROCK PROFILES
- REF-102 FOUNDATION PLAN AND DETAILS
- REF-103 FIRST FLOOR FRAMING AND COOLING TOWER PLAN
- REF-104 CONCRETE BEAM AND POST-TENSION GIRDER 1 DETAILS
- REF-105 POST-TENSION GIRDER 2 DETAILS
- REF-106 POST-TENSION GIRDER 3 DETAILS
- REF-107 CONCRETE JOIST REINFORCEMENT AND STUD WALL DETAILS
- REF-108 STAIRCASE SECTION
- REF-109 ROOF FRAMING PLAN AND DETAILS
- REF-110 STRUCTURAL SECTIONS AND DETAILS
- REF-111 WALL SECTIONS
- REF-112 WALL SECTIONS
- REF-113 BUILDING SECTION
- REF-114 BUILDING SECTION
- REF-115 NORTH ELEVATION
- REF-116 SOUTH ELEVATION
- REF-117 WEST ELEVATION
- REF-118 SCHEDULES AND NOTES

"Exhibit B"

Brandywine School District

Burnett Building Demolition
Project No. 1628

SECTION 00 4113
BID FORM - DEMOLITION
BSD CONTRACT 17002-DEMOLITION

FOR BIDS DUE: _____

TO: BRANDYWINE SCHOOL DISTRICT FOR: BURNETT BUILDING DEMOLITION
1311 BRANDYWINE BOULEVARD 720 WEST 37TH STREET
WILMINGTON, DE. 19809 WILMINGTON, DE. 19802

FOR CONTRACT: BSD17002-DEMOLITION

NAME OF BIDDER: Terra Technical Services LLC

DELAWARE BUSINESS LICENSE NO.: 2006601176

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

TAXPAYER ID NO.: 41-2189690

(OTHER LICENSE NOS.): _____

PHONE NO.: (610) 269-1010 FAX NO.: (610) 269-6355

EMAIL ADDRESS: MALENEZI@GOTERRA.COM

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 06/15, 20 17, 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:

Seven Hundred and Seventy Five Thousand Dollars

(expressed in words)

(\$ 775,000.00)

(expressed in figures)

"Exhibit B"

Burnett Building Demolition
Project No. 1628

Brandywine School District

LIST METHOD OF DEMOLITION UPON WHICH BID IS BASED

Hand interior demolition

Mechanical demolition utilizing equipment

SAFETY RECORD

A. BIDDER'S current Experience Modification Rate (EMR) is 0.926

"Exhibit B"

Brandywine School District

Burnett Building Demolition
Project No. 1628

BID FORM

SIGNATURE FORM

I / We acknowledge Addendas Numbered 1. Part 1 & Part 2 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 140 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: Terra Technical Services LLC Trading as: _____

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

Pennsylvania

(State of Corporation)

Business Address: 600 South Brandywine Avenue

Downingtown, PA 19335

Witness: Original On File By: Original On File

(Authorized Signature)

(SEAL)

Vice President

(Title)

Date: 08/24/2017

Attachments:

Sub-Contractor List.

Non-Collusion Statement.

Affidavit(s) of Employee Drug Testing Program

Bid Security.

"Exhibit B"

Burnett Building Demolition
Project No. 1628

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 #
Concrete cutting	Terra Technical Services LLC	600 S Brandywine Ave Downingtown, PA	2006601176
Prestressed concrete demolition	Terra Technical Services LLC	600 S Brandywine Ave Downingtown, PA	2006601176
Vibration Monitoring	Schnabel Engineering	9800 Jeb Stuart Pkwy, St 200 Glen Allen, VA 23059	830342835
Compaction Testing	KAKS & Company LLC	331 Ruth Rd, Harleysville, PA 19438	26-4243744

"Exhibit B"

Brandywine School District

Burnett Building Demolition
Project No. 1628


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: Terra Technical Services LLC

AUTHORIZED REPRESENTATIVE
(TYPED): Robert Haly

AUTHORIZED REPRESENTATIVE **Original On File**
(SIGNATURE): 

TITLE: Vice President

ADDRESS OF BIDDER: 600 S. Brandywine ave
Downingtown, PA 19335

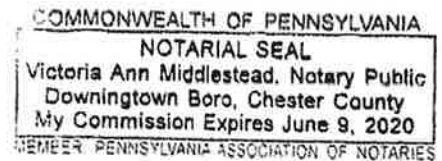
PHONE NUMBER: 610-269-1010

Sworn to and Subscribed before me this 24 day of August, 2017

My Commission expires: 6/9/20 NOTARY PUBLIC

Original On File

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



BID FORM
EMPLOYEE DRUG TESTING PROGRAM - AFFIDAVIT

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: Terra Technical Services LLC

CONTRACTOR/SUBCONTRACTOR

ADDRESS: 600 S. Brandywine ave
Downingtown, PA 19335

AUTHORIZED REPRESENTATIVE


(TYPED): Robert Haly

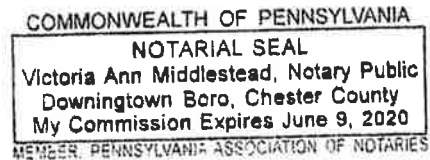
AUTHORIZED REPRESENTATIVE Original On File

(SIGNATURE): 

Sworn to and Subscribed before me this 24 day of August, 2017

Original On File

My Commission expires: 6/9/20 NOTARY PUBLIC 



"Exhibit B"

Burnett Building Demolition
Project No. 1628

Brandywine School District

BID FORM
EMPLOYEE DRUG TESTING PROGRAM - AFFIDAVIT

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: KAKS & Company, LLC

CONTRACTOR/SUBCONTRACTOR

ADDRESS: 311 Ruth Road
Harleysville, PA 19438

AUTHORIZED REPRESENTATIVE

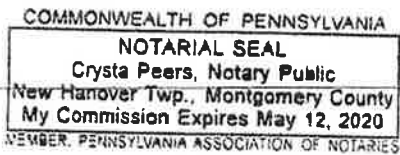
(TYPED): SUSHMA SAINI

AUTHORIZED REPRESENTATIVE **Original On File**

(SIGNATURE): [Signature]

Sworn to and Subscribed before me this 24th day of August, 2017
Original On File

My Commission expires: may 12, NOTARY PUBLIC [Signature]
2020



Burnett Building Demolition
Project No. 1628

Brandywine School District

BID FORM
EMPLOYEE DRUG TESTING PROGRAM - AFFIDAVIT

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:

Schnabel Engineering LLC

CONTRACTOR/SUBCONTRACTOR

ADDRESS:

1504 Woodlawn Dr.
Baltimore MD 21207

AUTHORIZED REPRESENTATIVE

(TYPED):

Benjamin R. Like

AUTHORIZED REPRESENTATIVE

(SIGNATURE):

[Signature] Original On File

Sworn to and Subscribed before me this 22nd day of August, 2017

My Commission expires : 9/11/2020 NOTARY PUBLIC

Original On File

MICHELE L. HAMCKY-JONES
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
MY COMMISSION EXPIRES SEPTEMBER 11, 2020

"Exhibit B"

Brandywine School District

* Burnett Building Demolition
Project No. 1628

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
BID BOND
TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF SECURITY IS USED)

KNOW ALL MEN BY THESE PRESENTS That:

Terra Technical Services, LLC of Downingtown
in the County of Chester and State of Pennsylvania as **Principal**,
and Arch Insurance Company of Philadelphia
in the County of Philadelphia and State of Pennsylvania as **Surety**,
legally authorized to do business in the State of Delaware ("State"), are held and firmly unto
the State in the sum of 10% of the bid amount and all additive alternates Dollars

(\$ 77,500.00),
or _____ percent not to exceed _____ Dollars
(\$ _____)

of amount of bid on Contract No. 17002-Demolition*, to be paid to the State for the use and
benefit of Brandywine School District (*insert State agency name*) for which
payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors,
administrators, and successors, jointly and severally for and in the whole firmly by these
presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded
Principal who has submitted to the Brandywine School District (*insert State agency name*)
a certain proposal to enter into this contract for the furnishing of certain material and/or
services within the State, shall be awarded this Contract, and if said **Principal** shall well and
truly enter into and execute this Contract as may be required by the terms of this Contract and
approved by the Brandywine School District (*insert State agency name*) this Contract
to be entered into within twenty days after the date of official notice of the award thereof in
accordance with the terms of said proposal, then this obligation shall be void or else to be and
remain in full force and virtue.

Sealed with Corporate seal and dated this 17th day
of August in the year of our Lord two thousand and seventeen (2017).

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

This Power 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. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alan R. Hein, David B. Kane, David E. Kells, Jr., Matthew T. Burke, Neil C. Donovan, R.H. Shepherd, Jr. and Robert J. Colman of Fort Washington, PA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 14th day of September, 2016.

Attested and Certified

Arch Insurance Company

Original On File



Original On File

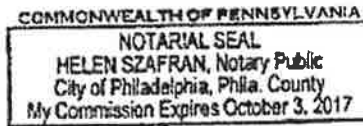
Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Original On File

Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 14, 2016 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 17th day of August, 2017.

Original On File

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



RECEIVED
JUN 28 2017
FACILITIES MANAGEMENT

**APPLICATION FOR
CONTRACTOR/SUBCONTRACTOR
SUPPLEMENTAL
PREQUALIFICATION**

RECEIVED
JUN 28 2017
BSD
SCHOOL FACILITIES



Burnett Building Demolition

Contract No. BSD17002-DEMOLITION

Brandywine School District

Application for Contractor/Subcontractor Supplemental Prequalification

Project: Burnett Building Demolition

Part I:
General Information

Submitted by:

Terra Technical Services, LLC

Address:

600 Brandywine Avenue
Suite 100
Downingtown, PA 19335

Principal Office Location:

Same as above

Phone Number:

(610) 269-1010

Fax Number:

(610) 269-6355

E-Mail Address:

rhalv@goterra.com

Website Address:

www.goterra

Delaware Business License Number:

2006601176

Federal E.I. Number:

41-2189690

Have there been any material changes in your organization since you last submitted an application for annual prequalification?

No Yes (please explain)

"Exhibit C"

Material changes include, but are not limited to:

- Change in financial ability to perform a public works contract;
- Change in experience to undertake a public works contract;
- Failure to perform on prior public or private construction contracts;
- Breach of contract that indicates your firm may not be capable of performing the work or completing a large public works contract;
- Criminal convictions for fraud, misrepresentation or theft related to contract procurement;
- Debarment or suspension by any government agency that indicates your firm may not be capable of performing the work or completing a large public works contract;
- Revocation or suspension of license that indicates your firm may not be capable of performing the work or completing a large public works contract; or
- Bankruptcy proceedings that indicate your firm may not be capable of performing the work or completing a large public works contract.

Prequalification may be denied for any of the above reasons or other reasons as deemed appropriate by the Department. Also, failure to provide complete and accurate prequalification information as requested by the Department, or failure to report any material changes which could adversely affect the prequalification within ten days of the change, may be grounds for denial of prequalification.

**Part II:
Contractor/Subcontractor Supplemental Prequalification
Project: Burnett Building Demolition**

<u>Classification</u>	<u>Estimated Contract Amount</u>
Demolition	\$1,000,000

Note: Project involves demolition of a 7 story building and preparation of site for athletic fields. Sitework will be bid separately and work will follow completion of demolition.

To prequalify as a contractor/subcontractor for this project, you must have completed three (3) demolition projects within the last (5 7?) years that are similar in size (approximately 50,000 square feet) and complexity (multi story concrete structure in urban setting) to this project. Include the following required with your documentation.

1. Document contractor experience with at least three (3) projects of at least \$1,000,000.00 of demolition contract value.
2. Document contractor experience with at least two (2) urban demolition projects of commercial structures
3. Document contractor experience with at least one (1) project of pre-stressed concrete construction
4. Provide summary of safety practices and neighborhood communications protocol prior to and during demolition.
5. Confirm ability to complete demolition during the winter of 2017-2018.

List three (3) demolition projects that you have completed in the past five (5) years that are similar in size (approximately \$1,000,000.00) and complexity to this project. Provide the following information:

Project #1:

Project Name: Please see the attached detail.

Project Location: _____

Architect/Engineer of Record: _____

General Contractor or Construction Manager for this Project: _____

Address and phone number of the Owner, General Contractor or Construction Manager, including contact person most familiar with your work:

Contract Amount: _____

Date Completed: _____

Project #2:

Project Name: Please see attached detail.

Project Location: _____

Architect/Engineer of Record: _____

General Contractor or
Construction Manager for this Project: _____

Address and phone number of the Owner, General Contractor or Construction Manager, including contact person most familiar with your work:

Contract Amount: _____

Date Completed: _____

Project #3:

Project Name: Please see attached detail

Project Location: _____

Architect/Engineer of Record: _____

General Contractor or
Construction Manager for this Project: _____

"Exhibit C"

Address and phone number of the Owner, General Contractor or Construction Manager, including contact person most familiar with your work:

Contract Amount:

Date Completed:

To be considered for this project, the contractor/subcontractor must abide to the following:

Installer Qualifications:

Successful contractor is required to maintain a full-time supervisor/foreman who is on the job-site at all times while work is taking place on site. Foreman must have a minimum of ten (10) years experience with the demolition of buildings similar to Burnett.

If required, installer shall submit work experience and evidence of adequate financial responsibility. The owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

This qualification statement must be signed by an officer/owner of the company.

By: CONRAD E. MULLY, IV
(Printed Name)

CEO
(Title)
Original On File

[Signature]
(Authorized Signature)

Date 06/25/17



TECHNICAL SERVICES, LLC

600 BRANDYWINE AVENUE • BLDG 100 • DOWNINGTOWN • PA • 19335 • 610-269-1010 • FAX 610-269-6355

MAJOR PROJECTS WITHIN PAST 5 YEARS

- 1. PREIT Services, LLC**
Viewmont Mall – Scranton, PA
Contract Amount: \$ 1,940,000
Capital City Mall – Camp Hill, PA
Contract Amount: \$ 2,055,000
Ongoing
Andrew Stoeri, Sr. Project Manager
(215) 875-0421
Demolition and Abatement
- 2. Warfel Construction Company**
Carmax – Maple Shade, NJ
Contract Amount: \$ 750,000
Completed
Kayla Jungkurth, Project Manager
(717) 299-4500
Demolition and Abatement
- 3. Mirabella Investment Propertes, LP**
Bozzuto Construction Company
Contract Amount: \$1,950,000
Completed
Michael Ebright, Project Manager
(484) 875-2899
Demolition and Abatement
- 4. Carlisle Auto Industries, Inc.**
IAC Brownfield Site
Contract Amount: \$2,045,000
Completed
Tom Richey, Project Manager
(717) 243-7855
Demolition and Abatement

5. **Philip Morris, Concord NC Project**
Philip Morris USA
Contract Amount \$12,000,000
Completed
Mike Robertson
Phillip Morris, USA
(704) 788-5611
Demolition

6. **Hercules Inc. Nitrocellulose Plant Parlin, NJ**
Ashland, Inc.
Contract Amount \$2,850,000
Completed
Edward Meeks
Ashland, Inc.
(302) 995-3433
Demolition and Abatement

7. **Colorite Tekni-Plex Plastics Resins Manufacturing Facility, Burlington NJ**
Tekni-Plex / Colorite Specialty Resins
Contract Amount \$2,600,000
Completed
David Axmann
Tekni-Plex / Colorite Specialty Resins
(609) 239-2212
Demolition and Abatement



June 7, 2017

Re: Terra Technical Services, LLC. Bond Program

To Whom It May Concern:

The Shepherd Agency, LLC is proud to handle the bond requirements for Terra Technical Services, LLC. Terra Technical Services, LLC's bonds are being written by Arch Insurance Company, which is a U.S. Treasury listed and A.M. Best "A+" rated surety.

Using normal underwriting criteria, we do not foresee a problem in securing the required bonds for single projects in excess of \$10,000,000 with an aggregate bond program in excess of \$15,000,000. Currently, Terra has all over their bonding capacity available.

Arch Insurance Company reserves the right to perform their normal underwriting procedure at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to you if for any reason we do not execute such bonds.

Please feel free to contact me if I can be of any further assistance.

Sincerely
Original On File

David B. Kane



**STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET**

July 10, 2017

Mr. Conrad E. Muhly, IV
Terra Technical Services, LLC
600 Brandywine Avenue, Suite 100
Downingtown, PA 19335

RE: CONTRACTOR/SUBCONTRACTOR ANNUAL PREQUALIFICATION
Demolition

Dear Mr. Muhly:

Office of Management and Budget, Division of Facilities Management, is pleased to inform you that your company has been prequalified in the category of Demolition. Your maximum contract dollar value has been established as \$2,260,973.00.

You are reminded that this prequalification is valid for a one-year period from the date of this letter. It is your responsibility to renew your prequalification prior to its expiration and to notify this Department of any changes to your prequalification information that could affect your standing.

Your prequalification information will be posted on the Division's registry. Should you have any questions or require additional information, please contact Alisha M. McCullough, Construction Project Administrator, at (302) 739-5644.

Sincerely,
Original On File

Michael J. Svaby
Director

MJS/rmt

\\DFM\PREQUALIFY18\DEMOLITION\TERRA.DOC