ADDENDUM No. 1
October 8, 2019


Bid Due: Thursday, October 24, 2019 at 3:30 PM (Local Time) (Unchanged)
Bids are due at the Cape Henlopen School District Office,
1270 Kings Highway, Lewes, Delaware 19958.
Bids will be publicly opened at that time.

Address
Bids To: Mr. Brian J. Bassett, Director of Capital Projects
Cape Henlopen School District
1270 Kings Highway
Lewes, Delaware 19958
(302) 436-1000

The Contractor shall submit three (3) complete copies of the bid with original signatures. Send the bid to the Cape Henlopen School District. Provide a sealed envelope containing the bid with envelope outer markings as follows:

Mr. Brian J. Bassett, Director of Capital Projects
Cape Henlopen School District
1270 Kings Highway
Lewes, Delaware 19958

“BID FOR 2020 ASBESTOS ABATEMENT
AT THE LEWES SCHOOL
SEALED BID - DO NOT OPEN"

Bids can be mailed using the U.S. Postal Service, hand-delivered or sent via an overnight delivery service. NO FAXSIMILE OR EMAIL BIDS WILL BE ACCEPTED. The Contractor is responsible for submitting their bid by the required deadline and verifying that their bid has been received prior to the due date and time.

All entries must be typed or made in ink. Bids must be completed by the Contractor in accordance with all instructions for providing a bid as included in this Specification.

The Contractors providing bids shall incorporate this Addendum into the Project Specifications and acknowledge receipt on the bid form.

The Cape Henlopen School District reserves the right to waive irregularities and reject any and all bids.
A Pre-Bid Meeting was held on October 8, 2019 from 10:05 a.m. to 11:40 a.m. The Pre-Bid Meeting sign-in sheet is attached. The following are the minutes of the meeting. During the meeting, CEI reviewed the requirements of the project. A walking tour of the working areas was also provided. The subcontractor list was affirmed at the meeting and is included on the bid form.

1. **Scope of Work Review:** A general review of the scope of work for the project was presented. Bidders are urged to completely review all of the information contained in the bidding documents prior to submitting a bid on this project. The project will be started on or about from February 1 and March 31, 2020 and substantial completion must be achieved within one-hundred twenty (120) calendar days starting from the Notice to Proceed date.

Work to be performed under this contract includes complete removal and proper disposal of all asbestos-containing and asbestos-contaminated materials at The Lewes School shown on the drawings, listed on Table 1 and Table 2. The total estimated asbestos-containing materials to be abated and location is shown on the attached Table 1 and Table 2. Table 1. shows the location and estimated quantity of positive asbestos-containing building materials that require abatement. Table 2. shows the location and estimated quantity of assumed asbestos-containing materials. The Contractor shall provide in its lump sum cost for the project, all of the work included on the drawings and in Table 1 and Table 2, and all other requirements in the Contract Documents.

The Contractor shall start and complete the project in this desired sequence:

   a. Complete all interior work first except any work which will disturb the use of the boilers to provide heat in the building to prevent pipe freezing and potable water systems which including, but not limited to, heating units, gaskets and crawlspace work.

   b. Complete all exterior work. The Contractor shall start and complete all exterior work as one task on the project. Prior to performing this work, a 72-hour notification from the Contractor must be provided so that the Construction Manager can coordinate replacement of building components.

   c. Turn-off boiler heating system. Complete all work relating to boilers including heating units, gaskets and crawlspace work and all other outstanding work on the project.

No Contractor representative present at the Pre-Bid Meeting objected to this required work period or requirements.

2. **Liquidated Damages:** The Contractor shall pay liquidated damages at the rate of $2,000.00 per calendar day if substantial completion is not achieved within the time specified.

3. **Bid Form:** Use the Bid Form attached to this addendum to submit your bid. The Subcontractor list was reviewed and established at the meeting. Bidding Contractors shall provide a completed Bid Form including the Subcontractor list included in the bid documents. The Contractor’s bid form shall state the number of days required to
complete the project and the number of workers that will be scheduled to work at the site daily. In addition, the Subcontractor list and all other requested information must be provided completely by the bidding contractor. **A copy of the Bidder’s Delaware Business License must be attached to the bid form.**

4. **Bonds**: A Bid Bond is required with the bid to include 10-percent of the amount of the Base Bid plus any alternates (if applicable). The Bid Bond form is attached to this addendum. The awarded contractor shall also provide a Payment bond and Performance Bond for 100-percent of the amount included as the Base Bid plus any alternates on the Bid Form prior to beginning the work if the total bid is greater than $50,000.00. **Payment and Performance Bonds must be provided by the awarded contractor prior to execution of a contract and Notice to Proceed.**

5. **Questions During Bid Preparation**: All questions regarding the project requirements must be submitted to Compliance Environmental in writing no later than Monday, October 21, 2019. Any changes to the specification will be provided by addendum prior to the bid due date.

6. **Removal Procedures**: The Contractor shall follow the procedures for removal of asbestos-containing materials provided in the specification. **The use of pop-up containments on this project is not allowed. The Contractor shall remove all layers to expose asbestos-containing materials for complete abatement of the building. All asbestos-containing materials must be removed. (See Section 01013).**

7. **Ten-Day Notification**: The Contractor shall submit the required notification of asbestos abatement activities at least ten-days prior to starting the work to the EPA and DNREC for this project in accordance with all regulatory requirements. The Contractor shall provide a copy of this notification to the Owner’s Representative prior to the start of any work.

8. **Prevailing Wage Rates**: State of Delaware prevailing wage rates are in effect and shall be included by the Contractor in its bid. Wage rates are provided in the specification. The project is in Sussex County. (Part II., General Specifications)

9. **Certificate of Liability Insurance**: Prior to the start of work, the Contractor shall provide a Certificate of Liability Insurance in accordance with the General Specifications. The Cape Henlopen School District and Compliance Environmental, Inc. shall be named as additionally insured. A waiver of subrogation in favor of the Cape Henlopen School District and Compliance Environmental, Inc. (See General Conditions)

10. **Confirmed Positive and Assumed Asbestos Materials**: The project contains both confirmed positive asbestos-containing materials and assumed asbestos-containing materials as shown in the specification. **The Contractor shall include in its bid the cost of complete abatement and proper disposal of all confirmed positive and assumed asbestos-containing materials according to the specifications.** Some locations require that the Contractor “break-in” into wall, floor and ceiling for inspection by the Owner’s Representative. The Contractor shall also include in its bid the cost of completing “break-in” at the locations shown on the drawings and tables. The size, number and shape of the break-in shall be adequate as determined by the Owner’s Representative to perform a proper inspection. Some locations shown on the drawing will require multiple break-ins. **The**
Contractor shall include in its bid all costs associated with break-in activities and complete abatement of all of the quantities of assumed materials listed in the specifications at no additional cost to the Owner.

11. **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. Complete the form included and submit with your bid. (See Bid Form).

12. **Drawings**: All drawings provided in the Specification are diagrammatic and are not to scale or proportion. Drawings are provided to the Contractor for reference purposes. The Contractor shall develop and verify all dimensions and measurements.

13. **Owner’s Representative Oversight**: Compliance Environmental (CEI) will act as the Owner’s Representative on the project. CEI will be performing routine inspections during the Contractor’s work and will act as a liaison between the Contractor and Owner. The Contractor shall provide adequate notice to CEI to provide site meetings and inspections. Adequate notice is the period of time agreed to by the Contractor and Professional Service Firm. (See Section 01013)

14. **Contractor Project Staffing**: A minimum of three (3) asbestos personnel are required to be present at the project site at all times. The Contractor’s on-site supervisor must be able to make timely decisions for this company. Prior to any site activity, the Contractor shall submit the name and address of each supervisor, worker and any other person he intends to use at the project site for informational screening (e.g., registered sex offenders list and other lists) by the Owner. The Contractor shall be notified by the Owner if their personnel will be allowed to work at the project site based upon the results of the screening. The Owner reserves the right to reject any proposed Contractor personnel for this project. (Section 01043)

15. **Project Supervisor**: During all site work, a State of Delaware licensed Supervisor, employed by the Contractor, shall be on site at all times. The licensed Supervisor shall maintain all daily records as required.

16. **Project Monitor Must Be On-Site**: The Contractor shall not begin or continue work for any asbestos abatement related activities until a certified Project Monitor is on site. The Project Monitor must be on site at all times during asbestos abatement related activities. The Contractor shall provide adequate notice to the Professional Service Firm providing the Project Monitor. Adequate notice is the period of time agreed to by the Contractor and Professional Service Firm.

17. **Equality of Employment Opportunity**: During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action will include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment
or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applications for employment notices to be provided by the contracting agency setting fourth this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

18. **Penalty for Substitution of Subcontractors:** Should the Contractor fail to utilize any or all of the listed subcontractors in the performance of the work, the Contractor shall be subject to a penalty in the amount of one-percent (1%) of the total contract amount (not to exceed $10,000.00). The agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the agency awarding the contract, only if it is established to the satisfaction of the agency that the subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty will be granted unless an application is filed within one (1) year after the liability of the successful bidder accrues. All penalty amounts assessed and not refunded or remitted to the Contractor will be reverted to the State of Delaware.

19. **Waste, Material Handling and Disposal:** The Contractor shall include in its bid all costs associated with wastes and used materials for proper bag-out, containerizing, handling, storage, profiling, transportation, unloading, disposal and all other required tasks in the project specifications, transporter requirements and disposal facility requirements as needed. All asbestos-containing and asbestos-contaminated materials and wastes shall be properly transported and disposed at an off-site location by the Contractor at the facilities listed on the bid form for this project without substitution. All costs associated with this requirement shall be included in the Lump Sum bid. Non-asbestos-containing and non-asbestos-contaminated materials can remain inside of the building at a location agreed by the Contractor and Owner’s Representative except for any suspended ceiling tiles and track removed by the Contractor which must be disposed by the Contractor. All non-asbestos-containing and non-asbestos-contaminated wastes generated by the Contractor must be properly transported and disposed to an off-site location at the facilities listed on the bid form for this project without substitution. The Contractor shall also use the waste transporters listed on the bid form for this project without substitution. The Contractor shall provide all waste disposal documentation (i.e., contractor profiles, manifests, weigh tickets, facility and transporter provided documentation to the contractor, etc.) to the Owner’s Representative when available within five calendar days. (See Section 01013 and 02084 for more information).

20. **Suspended Ceiling Tiles and Tracks:** All non-asbestos suspended ceiling tiles and track removed by the Contractor to access any asbestos-containing materials must be properly disposed at an off-site location by the Contractor at the facility listed on the bid form. All ceilings in the work areas shall be in a safe condition when work is complete. All costs associated with this requirement must be included in the Lump Sum bid amount. Any suspended ceiling and tracks which do not require to be removed by the Contractor in a work area can remain undisturbed and in place.
21. **Access to Work Areas:** The Contractor shall, at all times, take every measure to secure all work areas from entry by non-authorized people. It is the Contractor’s responsibility to adequately barricade, sign and control access to work areas in such a way to prevent accidental access to work areas. (See Section 01013)

22. **Other Contractors On-Site:** During the Contractor’s work, other Contractors will be on-site including the underground tank removal Contractor. No Contractors are scheduled to perform work in asbestos abatement work areas until final completion.

23. **Work Area Security & Protection:** In performing the work, the Contractor is responsible for the security of the work area and protection of any and all equipment, materials, and surfaces not scheduled for work activities. The Contractor shall not be provided with a key to building(s) where work is to be performed. It is the Contractor’s responsibility to adequately barricade, sign and control access to work areas in such a way to prevent accidental access to work areas. Drop cloths shall be installed and used from all exterior access points to work areas. Plastic sheeting shall be installed by the Contractor to cover all articles and equipment remaining in work areas and access areas prior asbestos removal activities. All drop cloths and plastic sheeting shall be properly disposed by Contractor after use.

24. **Exhaust from Negative Air Machines:** Windows, doors and any other building openings used to exhaust negative air shall be protected by the Contractor by installing plywood and bracing if the opening is located on the first floor or below. The plywood and bracing shall be installed in a manner by the Contractor that prevents damage to the building components and prevents unauthorized access into the building.

25. **Electronic Equipment and Building Sensors:** The bidding contractors were advised that parts of the building may contain electronics including, but limited to, smoke and fire sensors which cannot be relocated prior to work activities. Further, the Contractor must provide all necessary means to protect all building electronics within work areas which cannot be relocated.

26. **Smoking or Open Flames:** Smoking or open flames are not permitted in the building or on the property. The Contractor shall follow OSHA requirements for all cutting using open flames including, but not limited to, cutting permits and fire watch provisions.

27. **Contractor Provided Personal Protective Equipment:** The Contractor shall provide, at no additional cost to the Owner or Owner’s Representative, all necessary personal protective equipment required by the Owner’s Representative to perform all required inspections.

28. **Respirator Protection:** The minimum respiratory protection on this project will be Powered Air Purifying Respirators (PAPR).

29. **Final Clearance Sampling:** Final air clearance samples will be by Transmission Electron Contrast Microscopy (TEM). See Section 01013 and 02081 and this specification for more information.

30. **Roadway (Site) Access Gates:** The Owner will install at temporary roadway access gate at all entrances and exits of the property. The Contractor shall be responsible for locking all access gates at the conclusion of their work each day to prevent entry by unauthorized
31. **Electric Power:** All electric power shall be shut down in each work area where possible. The Owner shall provide low voltage temporary electric service (single phase, 120-volt, 100 amp circuit source). The Contractor shall provide the Owner with their specifications within five (5) calendar days prior to scheduling the start of work. The Owner shall provide a plug type outlet within 300 feet of work locations. Adequate extension cords shall be provided by the Contractor. Temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in each work area shall be provided by the Contractor. If required by the Contractor, a licensed electrician shall be provided, at no additional cost, for making electrical connections and disconnections.

32. **Water Service:** The Owner shall provide limited cold water service for small connections (3/4-inch hose maximum). The Contractor shall provide, at no additional cost to the Owner, all necessary connections and ensure proper back-flow protection. Hot water heaters shall be supplied and operated by the Contractor at no additional cost to the Owner. The Contractor shall be responsible for turning on and off valves at their point of connection.

33. **Confined and Enclosed Spaces:** The Contractor shall follow OSHA requirements for work in confined and enclosed spaces.

34. **Lock-Out and Tag-Out Procedures:** The Contractor shall follow OSHA requirements for all equipment and locations requiring lock-out and tag-out. The Contractor shall verify, prior to the start of work in any work area, that all utilities (e.g., water, fuel oil, gas, electric) are isolated (dead) and purged.

35. **Emergency Needs:** For duration of the contract, the Contractor agrees to respond to the needs of the Owner by providing abatement personnel at the project site within 24-hours after notification for abatement of additional asbestos materials which may be discovered and require abatement after the Contractor has completed all of their planned work. A change order will be provided for these services.

36. **Building Access:** No contractor personnel, subcontractors, vendors or visitors are allowed inside the school buildings except in designated work areas without written permission from the Owner.

37. **Zero Tolerance:** Cape Henlopen School District has a Zero Tolerance for drugs, alcohol, tobacco products and weapons. The use or possession of drugs, tobacco products, weapons, firearms, dangerous devices, or destructive devices are prohibited and will not be tolerated at buildings or properties. Additionally, the use of vulgar language will not be tolerated on school grounds.

38. **Personnel Clothing Requirement:** At no time will the Contractor’s employees expose bare skin or remove any articles of clothing in clear sight of building occupants or users inside or outside of the building and on the property except work areas designated as hygiene shower out locations.

39. **Scaffolding, Lifts and Ladders:** Safety is a prime importance on this project. If scaffolding is used, the Contractor must erect, use, and disassemble the scaffolding in accordance with OSHA Standards. Additionally, all lifts and ladders shall meet and be used
in accordance with OSHA Standards. The Contractor shall insure that all building components are protected during the use of scaffolding, lifts and ladders. The Contractor shall use only trained personnel experienced with roof elevation work and when using scaffolding, lifts, ladders, and working in elevated conditions.

40. **Work Area Movable Objects:** The Owner will be responsible for moving of all large non-fixed (i.e., movable) objects from the work area(s) that are not contaminated. It is the Contractor’s responsibility to move any smaller non-contaminated materials out of the work area prior to starting the abatement.

41. **Decontamination Stations:** As required by the regulations, the Contractor shall provide three (3) stage decontamination stations at all work areas.

42. **Additional Site Visits:** Please contact Compliance Environmental, Inc. if you would like to schedule an additional site visit.

This represents the items that were reviewed and the items changed subsequently to the Pre-Bid Meeting held on October 8, 2019. If you have any further comments, please contact Compliance Environmental (302-674-4427) in writing within five (5) days. Therefore, these minutes shall become part of Addendum No. 1 and therefore binding on the Contractor for this project. Any changes to this Addendum will be provided in a future Addendum for this project.

**COMPLIANCE ENVIRONMENTAL, INC.**

Redacted - Original on File

Valentino P. De Rocili, Ph.D., CHMM
Senior Principal Consultant
Asbestos Project Designer
vderocili@compliancecanhelp.com

**Attachments:**
(2-Pages): Pre-Bid Meeting Sign-In Sheet.
(9-Pages): Bid Form.
(1-Page): Bid Bond Form.

[ END OF ADDENDUM No.1 ]
<table>
<thead>
<tr>
<th>Company: Compliance Environmental, Inc.</th>
<th>Company: Astec</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 150 South Bradford Street, Dover, DE 19904</td>
<td>Address: 1559 Cromwell Rd, Middletown DE 19709</td>
</tr>
<tr>
<td>Representative Name: Valentino P. De Rocili</td>
<td>Representative Name: Matthew Elbrody</td>
</tr>
<tr>
<td>Telephone: 302-674-4427</td>
<td>Telephone: 302 378 2717</td>
</tr>
<tr>
<td>FAX: 302-674-4429</td>
<td>FAX:</td>
</tr>
<tr>
<td>Email: <a href="mailto:vderocili@compliancecanhelp.com">vderocili@compliancecanhelp.com</a></td>
<td>Email: <a href="mailto:astec@mac.com">astec@mac.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company: Compliance Environmental, Inc.</th>
<th>Company: AIM Services Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 150 South Bradford Street, Dover, DE 19904</td>
<td>Address: 2314 Allegheny St, Suite E</td>
</tr>
<tr>
<td>Representative Name: JR Hercha</td>
<td>Representative Name: Patrick Comby</td>
</tr>
<tr>
<td>Telephone: 302-674-4427</td>
<td>Telephone: 443-859-8009</td>
</tr>
<tr>
<td>FAX: 302-674-4429</td>
<td>FAX: 443-859-8318</td>
</tr>
<tr>
<td>Email: <a href="mailto:jhercha@compliancecanhelp.com">jhercha@compliancecanhelp.com</a></td>
<td>Email: <a href="mailto:sisaim@aimservicesinc.com">sisaim@aimservicesinc.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company: Astec</th>
<th>Company: BEI (B/E/B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 1554 Co-op Rd, Havre de Grace MD 21078</td>
<td>Address: 4000 Yellowbark Ave, Ste E</td>
</tr>
<tr>
<td>Representative Name: Rob Purnell</td>
<td>Representative Name: Adam Knopele</td>
</tr>
<tr>
<td>Telephone: 301-272-2788</td>
<td>Telephone: 410-682-3201</td>
</tr>
<tr>
<td>FAX:</td>
<td>FAX: 410-682-3205</td>
</tr>
<tr>
<td>Email: <a href="mailto:astec@mac.com">astec@mac.com</a></td>
<td>Email: <a href="mailto:AKnopele@BEIGroup.com">AKnopele@BEIGroup.com</a></td>
</tr>
</tbody>
</table>

Compliance Environmental, Inc.

Contractor-Sign-In_Sheet.wpd
<table>
<thead>
<tr>
<th>Company: Shade Environmental LLC</th>
<th>Company: CHSD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 623 Cutler Avenue</td>
<td>Address:</td>
</tr>
<tr>
<td>Maple Shade, PA 08052</td>
<td></td>
</tr>
<tr>
<td>Representative Name: Tim Bryan</td>
<td>Representative Name: Brian Bassett</td>
</tr>
<tr>
<td>Telephone: 856-755-0099</td>
<td>Telephone:</td>
</tr>
<tr>
<td>FAX: 856-482-5872</td>
<td>FAX:</td>
</tr>
<tr>
<td>Email: <a href="mailto:tim@shadeenv.com">tim@shadeenv.com</a></td>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company: Plymouth Environmental</th>
<th>Company:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 925 Hues Ave</td>
<td>Address:</td>
</tr>
<tr>
<td>Representative Name: Jim Kelly</td>
<td>Representative Name:</td>
</tr>
<tr>
<td>Telephone: 610-234-9920</td>
<td>Telephone:</td>
</tr>
<tr>
<td>FAX: 610-234-9921</td>
<td>FAX:</td>
</tr>
<tr>
<td>Email: <a href="mailto:mjkelly@plyenv.com">mjkelly@plyenv.com</a></td>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company: CEC</th>
<th>Company: CHSD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 461 New Edwars Rd</td>
<td>Address:</td>
</tr>
<tr>
<td>Castle Dale, UT 84720</td>
<td></td>
</tr>
<tr>
<td>Representative Name: Virgil Cassel</td>
<td>Representative Name:</td>
</tr>
<tr>
<td>Telephone: 302 322-8946</td>
<td>Telephone:</td>
</tr>
<tr>
<td>FAX: 302 324-8482</td>
<td>FAX:</td>
</tr>
<tr>
<td>Email: <a href="mailto:vcassel@countygo.com">vcassel@countygo.com</a></td>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company: CHSD</th>
<th>Company:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>Representative Name: Lenny Richardson</td>
<td>Representative Name:</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>FAX:</td>
<td>FAX:</td>
</tr>
<tr>
<td>Email:</td>
<td>Email:</td>
</tr>
</tbody>
</table>
BID FORM

For Bids Due: October 24, 2019

To: Cape Henlopen School District
    1270 Kings Highway
    Lewes, Delaware 19958

Name of Bidder: ________________________________

Delaware Business License No.: ____________________ Taxpayer ID No.: ____________________
(A copy of Bidder’s Delaware Business License must be attached to this form.)

(Other License Nos.): ________________________________

Phone No.: (              ) __________ - __________    Fax No.: (              ) __________ - __________

The undersigned, representing that he has read and understands the Bidding Documents 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:

Asbestos abatement of interior and exterior surfaces of positive and assumed asbestos-containing materials at the school building and former facilities building, including the removal and disposal of asbestos-containing materials, asbestos-contaminated materials, soil and debris associated with all of the work listed in Section 01013 and all other sections of the specification and drawings for this project.

$ _______________________

($ _______________________

__________________________

__________________________
UNIT PRICES

Unit prices conform to applicable project specification section. The Cape Henlopen School District reserves the right to accept or reject any or all unit prices listed below. Refer to the specifications for a complete description of the following Unit Prices.

List the cost associated with adding or deducting each of the following items:

<table>
<thead>
<tr>
<th>Unit Price No.</th>
<th>Description</th>
<th>Add/Deduct</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Asbestos-containing floor tiles (single layer, no mastic) per square foot</td>
<td>$ ____________</td>
</tr>
<tr>
<td>2</td>
<td>Asbestos-containing floor tiles (single layer, with mastic) per square foot</td>
<td>$ ____________</td>
</tr>
<tr>
<td>3</td>
<td>Asbestos-containing floor tiles (double layer, with mastic) per square foot</td>
<td>$ ____________</td>
</tr>
<tr>
<td>4</td>
<td>Asbestos-containing pipe insulation per linear foot.</td>
<td>$ ____________</td>
</tr>
<tr>
<td>5</td>
<td>Asbestos-containing pipe fittings per each.</td>
<td>$ ____________</td>
</tr>
<tr>
<td>6</td>
<td>Asbestos-containing ceiling glue dots per square foot.</td>
<td>$ ____________</td>
</tr>
<tr>
<td>7</td>
<td>Asbestos-containing wall glue dots per square foot.</td>
<td>$ ____________</td>
</tr>
<tr>
<td>8</td>
<td>Asbestos-containing HVAC vibration cloth per square foot.</td>
<td>$ ____________</td>
</tr>
<tr>
<td>9</td>
<td>Asbestos-containing valve and fitting gaskets per square each.</td>
<td>$ ____________</td>
</tr>
<tr>
<td>10</td>
<td>Asbestos-containing fire doors per each.</td>
<td>$ ____________</td>
</tr>
<tr>
<td>11</td>
<td>Asbestos-containing transite wall and ceiling panels per square foot.</td>
<td>$ ____________</td>
</tr>
</tbody>
</table>
# BID FORM

Set up price - A - (Asbestos Contractor price to set up for additional work while still at the site). Three stage decontamination unit. 
Respiratory protection - PAPR

$______________________________ (Figure Amount)
_________________________________________________ (Dollar Amount)

Containment - Price to be added to Set Up Price - A - reflects construction based on floor area as well as decontamination of affected areas.

<table>
<thead>
<tr>
<th>Square Feet Range</th>
<th>Cost per Square Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 10</td>
<td>$_________</td>
</tr>
<tr>
<td>11 - 100</td>
<td>$_________</td>
</tr>
<tr>
<td>101 - 200</td>
<td>$_________</td>
</tr>
<tr>
<td>201 - 500</td>
<td>$_________</td>
</tr>
<tr>
<td>501 - 1000</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Set up price – B - (Asbestos Contractor price to set up for additional work while still at the site). Two stage decontamination unit. 
Respiratory protection - PAPR

$______________________________ (Figure Amount)
_________________________________________________ (Dollar Amount)

Containment - Price to be added to Set Up Price - B - reflects construction based on floor area as well as decontamination of affected areas.

<table>
<thead>
<tr>
<th>Square Feet Range</th>
<th>Cost per Square Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 10</td>
<td>$_________</td>
</tr>
<tr>
<td>11 - 100</td>
<td>$_________</td>
</tr>
<tr>
<td>101 - 200</td>
<td>$_________</td>
</tr>
<tr>
<td>201 - 500</td>
<td>$_________</td>
</tr>
<tr>
<td>501 - 1000</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Set up price - C - (Asbestos Contractor price to set up for additional work while still at the site). Three stage decontamination unit. 
Respiratory protection – Type “C”

$______________________________ (Figure Amount)
_________________________________________________ (Dollar Amount)

Containment - Price to be added to Set Up Price - A - reflects construction based on floor area as well as decontamination of affected areas.

<table>
<thead>
<tr>
<th>Square Feet Range</th>
<th>Cost per Square Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 10</td>
<td>$_________</td>
</tr>
<tr>
<td>11 - 100</td>
<td>$_________</td>
</tr>
<tr>
<td>101 - 200</td>
<td>$_________</td>
</tr>
<tr>
<td>201 - 500</td>
<td>$_________</td>
</tr>
<tr>
<td>501 - 1000</td>
<td>$_________</td>
</tr>
</tbody>
</table>
BID FORM

I/We acknowledge Addendums numbered _______ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for sixty (60) days from the date of opening of bids, 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 of the work at The Lewes School project within one hundred twenty (120) calendar days from the Notice to Proceed date using _____________ workers each day and completing in ______________ working days.

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 __________________________ Trading as __________________________
   (Individual’s / General Partner’s / Corporate Name)
   __________________________
   (State of Corporation)

Business Address: __________________________________________________________
   __________________________________________________________
   __________________________________________________________

Witness: __________________________ By: __________________________
   ( Authorized Signature )
   (SEAL)
   ( Title )
   Date: __________________________

ATTACHMENTS
   Sub-Contractor List
   Non-Collusion Statement
   Bid Security
   (Others as Required by Project Manuals)
2020 ASBESTOS ABATEMENT AT
THE LEWES SCHOOL
Project Number: CEI-072319

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 Cape Henlopen School District, 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.

<table>
<thead>
<tr>
<th>Subcontractor Category</th>
<th>Subcontractor</th>
<th>Address (City &amp; State)</th>
<th>Subcontractors tax payer ID # or Delaware Business license #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Asbestos Remover</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. OSHA Monitor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Waste Hauler</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Analytical Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Electrician</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
WASTE DISPOSAL FACILITY LIST

The Contractor has included all required disposal of wastes in the bid and will use the following licensed and permitted waste disposal facilities on this project without substitution:

1. **Asbestos-Containing and Asbestos-Contaminated Wastes:**
   - Facility Name: ____________________________________________________________
   - Facility Address: _______________________________________________________
   - Facility Telephone Number: (________) _______ - ___________ EPA/State ID:________________________________________

2. **Non-Asbestos-Containing and Non-Asbestos-Contaminated Wastes:**
   - Facility Name: __________________________________________________________
   - Facility Address: _______________________________________________________
   - Facility Telephone Number: (________) _______ - ___________ EPA/State ID:________________________________________
BID FORM

WASTE TRANSPORTER LIST

The Contractor has included all required transport of wastes in the bid and will use the following licensed and permitted transporter(s) on this project without substitution:

1. **Transporter 1:**
   - Transporter Name: ________________________________
   - Transporter Address: ________________________________
   - Telephone Number: (______) ________ - __________

2. **Transporter 2:**
   - Transporter Name: ________________________________
   - Transporter Address: ________________________________
   - Telephone Number: (______) ________ - __________
2020 ASBESTOS ABATEMENT AT
THE LEWES SCHOOL
Project Number: CEI-072319

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 to the Cape Henlopen School District.

All the terms and conditions of Project Number CEI-072319 have been thoroughly examined and are understood.

NAME OF BIDDER: ___________________________________________________________

AUTHORIZED REPRESENTATIVE (TYPED): _______________________________________

AUTHORIZED REPRESENTATIVE (SIGNATURE): ___________________________________

TITLE: __________________________________________________________

ADDRESS OF BIDDER: ______________________________________________________

______________________________________________________________

PHONE NUMBER: ________________________________________________________

E-MAIL: _________________________________________________________________

Sworn to and Subscribed before me this ____________________________ day of _______________ 20___.

My Commission expires ______________________. NOTARY PUBLIC _________________________.

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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: 

Contractor/Subcontractor Address: 

Authorized Representative (typed or printed): 

Authorized Representative (signature): 

Title: 

Sworn to and Subscribed before me this ___________ day of __________________ 20__.  

My Commission expires __________________. NOTARY PUBLIC ___________________.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.
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: ___________________________________
_________________________ in the County of __________________________
_________________________ and State of __________________________ as Principal, and
_________________________ in the County of __________________________
_________________________ and State of __________________________ as Surety, legally authorized to do business in the State of Delaware ("State"), are held and firmly unto the State in the sum of __________________________
_________________________ Dollars ($_____________), or ___________ percent not to exceed __________________________
_________________________ Dollars ($_____________) of amount of bid on Contract CEI-072319, to be paid to the State for the use and benefit of __________________________ (Cape Henlopen School District) 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 __________________________ (Cape Henlopen School District) 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 __________________________ (Cape Henlopen School District) 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 _________ seal and dated this _________ day of ___________ in the year of our Lord two thousand and _________________ (20__) .

SEALED, AND DELIVERED IN THE Presence of

__________________________________
Name of Bidder (Organization)

Corporate Seal

By: __________________________________________________________
Authorized Signature

Attest __________________________________________________________
Title

_________________________
Name of Surety

Witness: _________________ By: __________________________________________________________
Title

BID BOND 00 43 13