



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 thirty-first day of May
in the year two thousand twelve
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

New Castle County Vo-Tech School District
1417 Newport Road
Wilmington, DE 19804

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.

and the Contractor:
(Name, legal status, address and other information)

Plymouth Environmental Co., inc.
923 Haws Avenue
Norristown, PA 19401

for the following Project:
(Name, location and detailed description)

Howard High School (Phase C3)
401 East 12th Street
Wilmington, DE 19801

The Architect:
(Name, legal status, address and other information)

Environmental Testing, Inc.
100 South Cass Street
Middletown, DE 19709

The Owner and Contractor agree as follows.

init.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () 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 the Work | Substantial Completion Date |
|---------------------|-----------------------------|
|---------------------|-----------------------------|

As per Bancroft project schedule date 02/19/2012 in Specification

, 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.)

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 One hundred fourteen thousand four hundred Dollars (\$ 114,400), 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 includes Alternate 1: Allowance of \$10,400 as indicated in 4.4

§ 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) |
|-----------------------|-----------------------|-------------------------|
| See attached Bid Form | | |

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price (\$0.00) |
|------------------------|----------------|
| Alternate 1: Allowance | \$10,400* |

*Contractor to track allowance with tickets signed by Bancroft Superintendent, listed as separate line item on Schedule of Values.

§ 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.)

§ 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:

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)*

§ 9.1.4 The Specifications:

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

| Section | Title | Date | Pages |
|--------------------------------|-------|------|-------|
| See Attached Table of Contents | | | |

§ 9.1.5 The Drawings:

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

| Number | Title | Date |
|---------------------------------|-------|------|
| See Attached Drawing Exhibit #1 | | |

§ 9.1.6 The Addenda, if any:

| Number | Date | Pages |
|-------------|--------------|-------|
| Addendum #1 | May 15, 2012 | 9 |

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.)

Contracts Bid (Attached)

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.)

| Type of Insurance or Bond | Limit of Liability or Bond Amount (\$0.00) |
|---------------------------|--|
| Performance Bond | \$114,400 |
| Payment Bond | \$114,400 |

DRAWING EXHIBIT 1

| <u>NUMBER</u> | <u>TITLE</u> | <u>DATE</u> |
|--------------------------------------|----------------------------------|-------------------|
| Phasing-C1 | First Floor Phasing Plan | February 19, 2012 |
| Phasing-C2 | Second Floor Phasing Plan | February 19, 2012 |
| <u>Plumbing Demolition Drawings:</u> | | |
| PD101A, PD101B, PD101C | First Floor Plumbing Demolition | - |
| PD101D, PD101E | | |
| PD102A, PD102B, PD102C | Second Floor Plumbing Demolition | - |
| PD102D, PD102E | | |
| <u>Abatement Drawings:</u> | | |
| C3-1 | First Floor C3-1 | April 12, 2012 |
| C3-1 | Second Floor C3-1 | April 12, 2012 |
| C3-2 | First Floor C3-2 | April 12, 2012 |
| C3-2 | First Floor C3-2 | April 12, 2012 |
| C3-3 | Second Floor C3-3 | April 12, 2012 |
| C3-4 | Second Floor C3-4 | April 12, 2012 |
| C3-5 | Second Floor C3-5 | April 12, 2012 |

ASBESTOS ABATEMENT - New Castle County Vocational-Technical School District
 Howard High School
 401 East 12th Street
 Wilmington, DE
 (ETI PROJECT #11-289)

BID FORM

For Bids Due: May 23, 2012 @ 2PM

To: Casey McCabe
 Bancroft
 1300 North Grant Avenue
 Wilmington, DE 19806

Name of Bidder: Plymouth Environmental Co., Inc.

Delaware Business License No.: 1991836667 Taxpayer ID No.: 25-1620182

(Other License Nos.): C0093
 Phone No.: (610) 239 - 9920 Fax No.: (610) 239 - 9921

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:

\$ One hundred four thousand dollars
 (\$ 104,000.00)

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices.

| | | |
|--|---------------------|----------------|
| UNIT PRICE No. 1: <u>Remove and dispose of all drywall/joint compound wall system located in the designated building areas (approx. 20,250 SF)</u> | \$ <u>70,875.00</u> | <u>3.50/SF</u> |
| UNIT PRICE No. 2: <u>Remove and dispose of all 12" Vinyl floor tile & mastic located in the designated building areas (approx. 2,700 SF)</u> | \$ <u>8,225.00</u> | |
| UNIT PRICE No. 2: <u>Remove and dispose of all Sheet Vinyl flooring located in the designated building areas (approx. 210 SF)</u> | \$ <u>2,100.00</u> | |
| UNIT PRICE No. 3: <u>Remove and dispose of all blackboard/mastic located in the designated building areas (approx. 1,180 SF)</u> | \$ <u>11,800.00</u> | |
| UNIT PRICE No. 4: <u>Remove and dispose of all pipe sealant insulation located in the designated building areas (approx. 250 Fittings)</u> | \$ <u>7,500.00</u> | |
| UNIT PRICE No. 4: <u>Remove and dispose of all coated sinks located in the designated building areas (approx. 12 sinks)</u> | \$ <u>1,200.00</u> | |
| UNIT PRICE No. 5: <u>Remove and dispose of all Lab Table Tops located in the designated building areas (approx. 230 SF)</u> | \$ <u>2,300.00</u> | |

TOTAL MAIN BID \$ 104,000.00 *

* Enter total main bid amount on lump sum line above

Note: Work shall be completed within the time schedule provided in the specifications
 Revised BF1

ASBESTOS ABATEMENT – New Castle County Vocational-Technical School District
Howard High School
401 East 12th Street
Wilmington, DE
(ETI PROJECT #11-289)

ALTERNATE 1: Allowance: Abatement Contractor to Provide a Lump Sum allowance of 10% of the Base Bid work to be used for unforeseen work as directed by the Construction Manager. This allowance is to be listed as a separate line item on the progress payment schedule of values. Contractor to track allowance with tickets signed by the Bancroft Superintendent. \$ 10,400.00

ADDITIONAL UNIT RATES:

UNIT PRICE 1: Provide additional 3-stage decontamination unit \$ 600.00

UNIT PRICE 2: Provide additional 2-stage decontamination unit \$ 400.00

UNIT PRICE 3: Provide additional 2-layer poly containment structure (approx 400 SF) \$ 1,400.00

UNIT PRICE 4: Provide additional 1-layer poly containment structure (approx 400 SF) \$ 1,200.00

UNIT PRICE 5: Provide additional 1-layer poly containment structure (approx 100 SF) \$ 1,200.00

ASBESTOS ABATEMENT - New Castle County Vocational-Technical School District
Howard High School
401 East 12th Street
Wilmington, DE
(ETI PROJECT #11-289)

BID FORM

I / We acknowledge Addendums numbered 001 and the price(s) submitted include any cost / schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for 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 (if required).

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 365 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 Plymouth Environmental Co., Inc. Trading as _____ (Individual's /
General Partner's / Corporate Name)

(State of Corporation) Pennsylvania
Business Address: 923 Haws Avenue
Norristown, PA 19401

Witness: _____ By _____
Darlene Kelly, Secretary (Authorized Signature) Timothy E. Bryan
(SEAL) (Title) Vice-President

Date:

ATTACHMENTS:

- Sub-Contractor List
- Non-Collusion Statement
- Bid Security

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER
 THE SIMKISS AGENCY, INC.
 TWO PAOLI OFFICE PARK
 PO BOX 1787
 PAOLI PA 19301-0826
 Serial # 102359
 (610-727-5300)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 PLYMOUTH ENVIRONMENTAL CO., INC.
 923 HAWS AVENUE
 NORRISTOWN, PA 19401
 TO

INSURERS AFFORDING COVERAGE
 INSURER A: ARCH INSURANCE COMPANY
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:
 NAIC#

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L NSRG | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|------------|--|------------------------------|----------------------------------|-----------------------------------|---|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION/ASBESTOS/ <input type="checkbox"/> LEAD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 12EMP7187-001 | 3/4/12 | 3/4/13 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 11CAB5828401 | 3/4/12 | 3/4/13 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | 12EMX7187101 | 3/4/12 | 3/4/13 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | EBWCC0005901 | 3/4/12 | 3/4/13 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | | OTHER MOLD/FUNGUS LIABILITY (CLAIMS MADE) | 12EMP7187001 12EMX7187101 | 3/4/12 | 3/4/13 | \$6,000,000 EACH OCCURRENCE \$6,000,000 AGGREGATE (COMBINED SUBLIMITS) |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

SAMPLE

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Samuel P. Bred

Tel (973) 624-7200

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

JOSEPH W. KOLOK, JR., BRIAN C. BLOCK, DANIEL P. DUNIGAN, RICHARD J. DECKER,
WILLIAM F. SIMKISS

Paoli, PA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE 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 office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014.

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 23rd day of May 2012

Assistant Secretary



ASBESTOS ABATEMENT -- New Castle County Vocational-Technical School District
Howard High School
401 East 12th Street
Wilmington, DE
(ETI PROJECT #11-289)

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)G, 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.

| <u>Subcontractor Category</u> | <u>Subcontractor</u> | <u>Address (City & State)</u> |
|-------------------------------|---|-----------------------------------|
| 1. Asbestos Waste Hauler | <u>Can Do Services</u> | New Castle, DE |
| 2. OSHA Monitoring | <u>Plymouth Environmental Co., Inc.</u> | Norristown, PA |
| 3. OSHA Air Sample Analysis | <u>EHS Labs</u> | Mickleton, NJ |

ASBESTOS ABATEMENT - New Castle County Vocational-Technical School District
Howard High School
401 East 12th Street
Wilmington, DE
(ETI PROJECT #11-289)

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.

1. All the terms and conditions of (*Project Design and Technical Specification; 11-289*) have been thoroughly examined and are understood.

NAME OF BIDDER: Plymouth Environmental Co., Inc.

AUTHORIZED REPRESENTATIVE
(TYPED): Timothy E. Bryan

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: Vice-President

ADDRESS OF BIDDER: 923 Haws Avenue
Norristown, PA 19401

PHONE NUMBER: 610-239-9920

Sworn to and Subscribed before me this 22nd day of May 2012

My Commission expires 11-6-15 NOTARY PUBLIC *anc*

Note: By signing the bid form, the contractor acknowledges that he has obtained a full set of abatement specifications from Reprographics Center, Inc 298 Churchman's Road New Castle, DE.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Georgeana F. Sarnoski, Notary Public
Norristown Boro, Montgomery County
My Commission Expires Nov. 6, 2015

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

PLYMOUTH ENVIRONMENTAL CO., INC. ENVIRONMENTAL CONTRACTORS

923 Haws Avenue • Norristown, PA 19401 • 610-239-9920 • FAX 610-239-9921

NOTARIZED STATEMENT

1. Plymouth Environmental Co., Inc. record of citations are all on State of Delaware asbestos removal projects and are:
 1. 12-1-94 Failure to install critical barrier.
 2. 6-23-95 Failure to repair flex duct from negative air exhaust.
 3. 7-28-95 Failure to maintain critical barrier.
 4. 7-28-95 Failure to keep asbestos material sufficiently wet prior to disposal.
 5. 7-28-95 Failure to report list of citations.
2. Plymouth Environmental Co., Inc. has incurred no penalties through non-compliance with asbestos abatement project specifications.
3. Plymouth Environmental Co., Inc. has never had an asbestos abatement project terminated.
4. Plymouth Environmental Co., Inc. has no asbestos related legal proceedings/claims in which we have participated in or are currently involved.

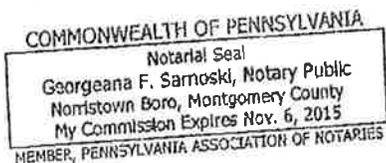
DATE: 5-22-12

Timothy E. Bryan
Vice-President

Subscribed and sworn before me this 22nd day of May, 2012.

Notary Public

My Commission Expires: 11-6-15



Asbestos Abatement • Lead Abatement • Hazardous Waste Remediation

ASBESTOS ABATEMENT PROJECT DESIGN/
TECHNICAL SPECIFICATION

RECEIVED

APR 17 2012

FOR ASBESTOS ABATEMENT
1972 BUILDING AND 1927 BUILDING
PHASE C-3

FACILITIES MANAGEMENT

AT
HOWARD HIGH SCHOOL
401 EAST 12TH STREET
WILMINGTON, DELAWARE

PREPARED FOR

NEW CASTLE COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT
1417 NEWPORT ROAD
WILMINGTON, DELAWARE

BY

ENVIRONMENTAL TESTING, INC.
100 SOUTH CASS STREET
MIDDLETOWN, DELAWARE

[Signature]
// Gary Hayes

EPA ASBESTOS ABATEMENT Project Designer Certification # MD116656
PROJECT #11-289

APPROVED
Facilities Management,

April 14, 2012

Date: 4/19/2012

BIDDING AND CONTRACT REQUIREMENTS

BIDDING REQUIREMENTS

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| Bid Tabulation Sheet | i |
| Specification Approval | ii |
| Invitation To Bid | INV-1 |
| Instructions to Bidders | ITB-1 |
| Bid Form | BF-1 |
| Bid Bond | BB-1 |

CONTRACT REQUIREMENTS

| | |
|---|----------|
| Standard Form of Agreement Between Owner & Contractor | SFA 1 |
| Performance Bond | Perf-1 |
| Payment Bond | Pay-1 |
| Application and Certificate for Payment (G702 & G703) | APP-1 |
| General Conditions of the Contract for Construction | GC 1 |
| Supplementary General Conditions A | SG-1 |
| General Requirements | GR-1 |
| Bancroft Site Conditions | 005000-1 |
| Bancroft Special Conditions | 006000-1 |
| Summary of Work - All trades | 010110-1 |
| Project Submittal Procedures | 013000-1 |
| Schedule | 013100-1 |
| City of Wilmington - Contractor Roster Card | CRC-1 |
| State Wage Rates | SWR-1 |

TECHNICAL SPECIFICATIONS

| | |
|---|---------|
| 01013 Summary of the Work-Asbestos Abatement..... | 01013-1 |
| 01028 Applications for Payment-Asbestos Abatement..... | 01028-1 |
| 01043 Project Coordination-Asbestos Abatement..... | 01043-1 |
| 01097 Reference Standards and Definitions-Asbestos Abatement..... | 01097-1 |
| 01098 Codes, Regulations, and Standards-Asbestos Abatement..... | 01098-1 |
| 01301 Submittals..... | 01301-1 |
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