

OLD DOMINION UNIVERSITY
STANDARD CONTRACT
CONTRACT NUMBER: 09-221-0018-DAY

This contract entered into this 1st day of June 2009, by E & C Insulation, Inc., hereinafter called the "Contractor," and Old Dominion University called the "Owner."

Contractor:

FEI/FIN # 54-1361853
POINT OF CONTACT: Jeff Davoud
TITLE: Vice President
ADDRESS: 12764 Oak Lake Court
Midlothian, VA 23112
PHONE: 804-674-1545
FAX: 804-674-1547
E-MAIL ADDRESS: JDAVOUD@ODINS.COM

Owner:

POINT OF CONTRACT; Frank Dzubinka, Jr.
TITLE: Asbestos and Lead Program Coordinator
ADDRESS: Spong Hall
Norfolk, VA 23529
PHONE: 757-683-4495
FAX: 757-683-6025
E-MAIL ADDRESS: FDZUPINKA@ODU.EDU

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide asbestos and lead paint abatement services as specified in the Owners solicitation #09-221-0018-DAY and in accordance with all Terms and Conditions. These services will be contracted on an "as needed" basis as required by Old Dominion University, an Agency of the Commonwealth of Virginia, hereinafter referred to as the "Owner." These services may be required at any of the Owner's facilities. The Owner shall not be limited in any way if it determines that it is in its best interest to award asbestos or lead paint abatement contracts outside of this term contract.

PERIOD OF PERFORMANCE: June 1, 2009 through May 31, 2010 with Four (4) One (1) Year Renewal Options.

COMPENSATION AND METHOD OF PAYMENT: The Contractor will be paid when the project is complete or as invoiced if progress payments were authorized by the Owner. The Contractor shall not receive payment for any work found to be unsatisfactory or incomplete by the Owner. The Contractor shall be responsible for all costs incurred to complete the job to the satisfaction of the Owner.

Submit one copy of the invoice as specified in Section V.J.1.a. of the solicitation (payment address shown on Purchase Order), and one copy to the Owner's Asbestos & Lead Program Coordinator or Project Manager as applicable. Attach to the copy sent to the Coordinator/Project Manager, a copy of the required SWAM report identified in Section II.B. of the solicitation. After reviewing, the Coordinator/Project Manager will in turn forward the SWAM report to Materiel Management for its records.

Upon approval by the Owner, payment will be made to the Contractor within 30 days of receipt of the properly submitted invoices, unless a prompt payment discount for 15 days or greater is offered and accepted by the Owner. The Contractor should Contact the Owner prior to submitting the invoice to discuss any potential prompt payment discounts.

Accepted Pricing is as follows:

Asbestos Removal Items				
(Normal Business Rates)		Unit Costs		
No.		Cost SF/LF/EA	Per LF of Critical Barrier	Per SF of full Containment
1.	Roofing Materials	N/A	N/A	N/A
a.	Membrane (4-Ply Built-Up) (SF.) (See Note 3) Insulation up to 2 1/2" thick	4.00	.50	N/A
b.	Flashing (24" Full Depth) (L.F.) (See Note 3)	5.00	.50	N/A
c.	Roofing Cement Repairs (SF.) (See Note 3)	2.00	.50	N/A
d.	Roofing Cement Repairs (LF) (See Note 3)	2.00	.50	N/A
e.	Asphalt/Asbestos Shingles (SF.) (See Note 3)	1.50	.50	N/A
2.	Rigid Asbestos Siding Shingles (SF.)	2.00	.50	N/A
3.	Transite Board (SF.) (Interior) (See Note 4 and 5)	3.00	.50	2.00
4.	Transite Pipe (L.F.) Above 6" to 10" diameter (Above ground)	10.00	.50	N/A
5.	Carpet Glue to floor tile and Mastic (SF.) (See Note 4 and 5)	1.00	.50	2.00
6.	Plaster Ceiling with wire Lathe (SF.) (Up to 1 1/2" thick)	4.00	N/A	2.50
7.	Ceiling Surfacing Material (SF.) (Up to 1 1/2" thick)	8.00	N/A	2.50
8.	Floor Tile (SF.) (See Note 4 and 5)	1.75	.50	2.00
9.	Floor Tile & Mastic (SF.) (See Note 4 and 5)	2.75	.50	2.00
10.	Ceiling Tiles (SF.) (See Note 4 and 5)	1.00	.50	2.00
11. a.	Pipe Insulation up to 6" Dia.(L.F.)(dia. is the O.D. of insulation)	10.00	N/A	2.00
b.	Above 6" Up to 10" Dia. (L.F.) (dia. is the O.D. of the insulation)	15.00	N/A	2.00
c.	Above 10" Dia. (L.F.) (dia. is the O.D. of the pipe insulation)	20.00	N/A	2.00
d.	Elbows up to 6" Dia. (EA.) (dia. is the O.D. of the insulation)	15.00	N/A	2.00
e.	Elbows above 6" Dia. up to 10" Dia. (EA.) (dia. is the O.D. of the insulation)	15.00	N/A	2.00
f.	Elbows above 10" Dia. (EA.) (dia. is the O.D. of the insulation)	15.00	N/A	2.00
12.	Project set up/Mobilization/Demobilization	.25	N/A	N/A

Asbestos Removal Items (Premium Rates)				
No.		Cost SF/LF/EA	Unit Costs	
			Per LF of Critical Barrier	Per SF of full Containment
1.	Roofing Materials	N/A	N/A	N/A
a.	Membrane (4-Ply Built-Up) (SF.) (See Note 3) Insulation up to 2 1/2" thick	5.00	.60	N/A
b.	Flashing (24" Full Depth) (L.F.) (See Note 3)	6.25	.60	N/A
c.	Roofing Cement Repairs (SF.) (See Note 3)	2.50	.60	N/A
d.	Roofing Cement Repairs (LF) (See Note 3)	2.50	.60	N/A
e.	Asphalt/Asbestos Shingles (SF.) (See Note 3)	2.00	.60	N/A
2.	Rigid Asbestos Siding Shingles (SF.)	2.50	.60	N/A
3.	Transite Board (SF.) (Interior) (See Note 4 and 5)	3.75	.60	2.50
4.	Transite Pipe (L.F.) Above 6" to 10" diameter (Above ground)	12.50	.60	N/A
5.	Carpet Glue to floor tile and Mastic (SF.) (See Note 4 and 5)	1.25	.60	2.50
6.	Plaster Ceiling with wire Lathe (SF.) (Up to 1 1/2" thick)	5.00	N/A	3.00
7.	Ceiling Surfacing Material (SF.) (Up to 1 1/2" thick)	12.00	N/A	3.00
8.	Floor Tile (SF.) (See Note 4 and 5)	2.15	.60	2.50
9.	Floor Tile & Mastic (SF.) (See Note 4 and 5)	3.25	.60	2.50
10.	Ceiling Tiles (SF.) (See Note 4 and 5)	1.25	.60	2.50
11. a.	Pipe Insulation up to 6" Dia.(L.F.)(dia. is the O.D. of insulation)	12.50	N/A	2.50
b.	Above 6" Up to 10" Dia. (L.F.) (dia. is the O.D. of the insulation)	17.00	N/A	2.50
c.	Above 10" Dia. (L.F.) (dia. is the O.D. of the pipe insulation)	23.00	N/A	2.50
d.	Elbows up to 6" Dia. (EA.) (dia. is the O.D. of the insulation)	17.00	N/A	2.50
e.	Elbows above 6" Dia. up to 10" Dia. (EA.) (dia. is the O.D. of the insulation)	17.00	N/A	2.50
f.	Elbows above 10" Dia. (EA.) (dia. is the O.D. of the insulation)	17.00	N/A	2.50
12.	Project set up/Mobilization/Demobilization	.30	N/A	N/A

Asbestos Removal Items (Holiday Rates)				
No.		Cost SF/LF/EA	Unit Costs	
			Per LF of Critical Barrier	Per SF of full Containment
1.	Roofing Materials	N/A	N/A	N/A
a.	Membrane (4-Ply Built-Up) (SF.) (See Note 3) Insulation up to 2 1/2" thick	5.00	.60	N/A
b.	Flashing (24" Full Depth) (L.F.) (See Note 3)	6.25	.60	N/A
c.	Roofing Cement Repairs (SF.) (See Note 3)	2.50	.60	N/A
d.	Roofing Cement Repairs (LF) (See Note 3)	2.50	.60	N/A
e.	Asphalt/Asbestos Shingles (SF.) (See Note 3)	2.00	.60	N/A
2.	Rigid Asbestos Siding Shingles (SF.)	2.50	.60	N/A
3.	Transite Board (SF.) (Interior) (See Note 4 and 5)	3.75	.60	2.50
4.	Transite Pipe (L.F.) Above 6" to 10" diameter (Above ground)	12.50	.60	N/A
5.	Carpet Glue to floor tile and Mastic (SF.) (See Note 4 and 5)	1.25	.60	2.50
6.	Plaster Ceiling with wire Lathe (SF.) (Up to 1 1/2" thick)	5.00	N/A	3.00
7.	Ceiling Surfacing Material (SF.) (Up to 1 1/2" thick)	12.00	N/A	3.00
8.	Floor Tile (SF.) (See Note 4 and 5)	2.15	.60	2.50
9.	Floor Tile & Mastic (SF.) (See Note 4 and 5)	3.25	.60	2.50
10.	Ceiling Tiles (SF.) (See Note 4 and 5)	1.25	.60	2.50
11. a.	Pipe Insulation up to 6" Dia.(L.F.)(dia. is the O.D. of insulation)	12.50	N/A	2.50
b.	Above 6" Up to 10" Dia. (L.F.) (dia. is the O.D. of the insulation)	17.00	N/A	2.50
c.	Above 10" Dia. (L.F.) (dia. is the O.D. of the pipe insulation)	23.00	N/A	2.50
d.	Elbows up to 6" Dia. (EA.) (dia. is the O.D. of the insulation)	17.00	N/A	2.50
e.	Elbows above 6" Dia. up to 10" Dia. (EA.) (dia. is the O.D. of the insulation)	17.00	N/A	2.50
f.	Elbows above 10" Dia. (EA.) (dia. is the O.D. of the insulation)	17.00	N/A	2.50
12.	Project set up/Mobilization/Demobilization	.30	N/A	N/A

Labor rates for one hour of asbestos abatement services:	<u>Regular Time:</u>	<u>Overtime (in excess of 40 hrs per week):</u>	<u>Holiday</u>
13. Supervisor	\$ <u>29.50</u> /hour	\$ <u>40.25</u> /hour	\$ <u>40.25</u> /hour
14. Abatement Worker	\$ <u>25.50</u> /hour	\$ <u>34.25</u> /hour	\$ <u>34.25</u> /hour

Labor rates for one hour of lead paint abatement services:	<u>Regular Time:</u>	<u>Overtime (in excess of 40 hrs per week):</u>	<u>Holiday</u>
15. Supervisor	\$ <u>29.50</u> /hour	\$ <u>40.25</u> /hour	\$ <u>40.25</u> /hour
16. Abatement Worker	\$ <u>25.50</u> /hour	\$ <u>34.25</u> /hour	\$ <u>34.25</u> /hour

Additional Pricing:

17. Hazardous Waste Disposal (RCRA – lead only)	\$ <u>275.00</u> per 55 gallon drum
18. Non-hazardous Waste Disposal (Construction Debris)	\$ <u>15.00</u> per cubic yard
19. TCLP (Lead Only) Laboratory Analysis	\$ <u>250.00</u> per sample

Notes:

Pricing Above Based on the Following Assumptions:

1. Applicable to items 1-12 in the Pricing Schedules, the contractor shall include in the unit price: all material and disposal costs; all labor costs; all overhead, travel, and per diem expenses.
2. Items 13-16, pricing is for Labor costs for any abatement work that is not otherwise specified in the 1-12 Pricing Schedules. Materials and disposal will be billed at Contractor’s actual invoice costs, in addition to these hourly rates.
3. Temporary Dry-In is to be provided by the Asbestos Contractor. (See Pricing Schedules)
4. Removal utilizing critical barriers. (See Pricing Schedules)
5. Removal utilizing full containment. (See Pricing Schedules)
6. For items 1-12, the Owner has determined that the Normal Business Rate is comprised of 50% labor costs and 50% non-labor costs. When calculating Premium and Holiday Rates, the Premium Labor Rate should increase no more than 1.5 times the Normal Business Labor Rate, and the Holiday Labor Rate should not exceed 2 times the Normal Business Labor Rate.

Using the following example as a template will ensure that these rates are calculated correctly.

\$8.00 Normal Business Rate = \$4.00 (50% Labor) and \$4.00 (50% Mat’ls, Disposal, Lab, Etc)

Premium Rate = \$4.00 (Labor) x 1.5 Premium factor = \$6.00 + \$4.00 (Mat’ls, Disposal, Lab, Etc) = \$10.00

Holiday Rate = \$4.00 (Labor) x 2.0 Holiday factor = \$8.00 + \$4.00 (Mat’ls, Disposal, Lab, Etc) = \$12.00

Note: the Premium and Holiday factors used by a Bidder to formulate a rate may be less than 1.5 and 2 respectively, but shall not exceed those factors.

Premium Rates may be charged for asbestos abatement work performed *outside* the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday with prior approval by the Project Manager and Asbestos & Lead Program Coordinator.

Holiday Rates may be applied for the following Owner recognized holidays:

New Years Day
Memorial Day
American Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Easter Sunday

If a holiday falls on a Saturday, then the Friday before will be recognized as a holiday. If a holiday falls on a Sunday, then the Monday after will be recognized as a holiday.

Holiday rates may be charged with prior approval of the Project Manager and Asbestos & Lead Program Coordinator.

7. For items 13-16, asbestos and lead paint abatement hourly rates, **Overtime** may be charged when work is in excess of 40 hours per week, with prior approval by the Project Manager and Asbestos & Lead Program Coordinator. ***The overtime rate shall not be more than 1.5 times the regular time rate.***

8. For items 13-16, asbestos and lead paint abatement hourly rates, **Holiday** rates may be applied if working on the holidays referenced above, and with prior approval by the Project Manager and Asbestos & Lead Program Coordinator. ***The overtime rate shall not be more than 2 times the regular time rate.***

Additional Notes:

Price increases may be allowed only at the time of contract renewal and at the Consumer Price Index (CPI) for All Urban Wage Earners and Clerical Workers (CPI-W), All U.S. Items, for base period 1982-84=100, for the previous twelve (12) month period. Price increase shall not exceed 5%.

SCOPE OF WORK

See Attachment A

GENERAL TERMS AND CONDITIONS

See Attachment B

SPECIAL TERMS AND CONDITIONS

See Attachment C

ADDITIONAL TERMS AND CONDITIONS FOR NON-CAPITAL OUTLAY CONSTRUCTION PROJECTS

See Attachment D

WARRANTY:

All materials and equipment shall be fully guaranteed against defects in material and workmanship as specified in the Owners solicitation, and in accordance with applicable codes for asbestos and lead paint abatement. Should any defect be noted by the Owner, the contractor will be notified of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Owner and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their

respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.

All work shall be guaranteed by the contractor against defects. If defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the Owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from the Owner, and without expense to the owner: Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.

In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contract disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.

If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the contractor and his surety shall be liable for all expense incurred.

All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.

Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability for defective work. This paragraph relates only to the specific obligation of the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor's liability with respect to his other obligations under this contract.

ADDENDA:

See Attachment E

CONTRACT DOCUMENTS: The contract documents shall consist of this signed contract; the Contractor's submitted Statement of Qualifications dated March 9, 2009 to include the Contractor's submitted Pricing Schedule; the Owner's solicitation #09-221-0018-DAY, specifically the Scope of Work (Attachment A) and all Terms and Conditions (Attachments B, C, and D); and Addenda 1 & 2 (Attachment E).

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

E&C INSULATION, INC.

OLD DOMINION UNIVERSITY

By: _____
Mr. Jeff Davoud
Vice President

By: _____
Mr. Robert L. Fenning
Vice President for Administration and Finance

Date: _____

Date: _____