



AIA® Document A101™ – 2007

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Brandywine School District
School Facilities

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

AGREEMENT made as of the Twenty-Seventh day of February in the year Two Thousand Eighteen

(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)

Grass Busters Landscaping Company, Inc.
935 Rahway Drive
Newark, DE 19711

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.

for the following Project:

(Name, location and detailed description)

Brandywine School District
Burnett Phase 2 Demolition - Site Improvements
Burnett School
720 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.

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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 Six Hundred and Five Thousand Seven Hundred and Ninety-Four Dollars and Zero Cents. (\$ 605,974.00), 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.)

Base Bid:	\$593,294.00
Alternate No. 1: Construct Underdrain System for Baseball Field:	\$12,500.00
Total Contract Sum:	\$605,794.00

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

Item	Units and Limitations	Price Per Unit (\$0.00)
<u>Borrow Type C</u>	<u>Price Per Ton</u>	<u>Add: \$25.00 / Deduct: \$25.00</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>Allowance No. 1: Price for Borrow</u>	<u>\$12,500.00.</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 the requirements of the Contract, payment shall be made by the Owner no 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.)~~

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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 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

Mr. John Read or Mr. Woody Scott

3305 Green Street

Claymont, DE 19703

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Number
Addendum No. 1
Addendum No. 2

Date
February 9, 2018
February 13, 2018

Pages
Pages 1 -2 + attachments
1 Page

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

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

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

Exhibit B: Bid submitted by Grass Busters Landscaping, Inc. dated 2/15/18.

Note: The State of Delaware requires drug testing for public works projects over \$100,000.

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

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

Limit of liability or bond amount (\$0.00)

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

BRANDYWINE SCHOOL DISTRICT

Signature on File

OWNER (Signature)

Dr. Mark Holodick, Superintendent

(Printed name and title)

GRASS BUSTERS LANDSCAPING COMPANY,
INC.

Signature on File

CONTRACTOR (Signature)

Signature on File

(Printed name and title)

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SECTION 00 4113

BID FORM - SITE IMPROVEMENTS

BSD CONTRACT 1812-SITE IMPROVEMENTS

FOR BIDS DUE: February 15, 2018

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

FOR CONTRACT: BSD1812-SITE IMPROVEMENTS

NAME OF BIDDER: Grass Butters Landscaping Co., Inc

DELAWARE BUSINESS LICENSE NO.: 1995110743

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

TAXPAYER ID NO.: 51-0364746

(OTHER LICENSE NOS.): _____

PHONE NO.: (322) 292-1166 FAX NO.: (322) 292-1197

EMAIL ADDRESS: Prefouse & ADL. 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 December 21, 2017, 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:

Five Hundred Ninety Three Thousand Two Hundred Ninety Four and 00/100
(expressed in words)

(\$ 593,294.00)
(expressed in figures)

BURNETT SITE IMPROVEMENTS
BSD1812
1628

BRANDYWINE SCHOOL DISTRICT

ALLOWANCES:

ALLOWANCE NO 1: PROVIDE PRICE FOR ⁵⁰⁰~~300~~ TONS FOR BORROW TYPE C AS DESCRIBED
IN SECTION 31 2000 EARTHMOVING

Twelve Thousand Five Hundred ⁵⁰/₁₀₀
(expressed in words)

(\$ 12,500.⁰⁰)
(expressed in figures)

SIGNATURE FORM

I / We acknowledge Addendas Numbered 1,2 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 90 calendar days of the Notice to Proceed.

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

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

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

By: Signature on File Trading as:

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

(State of Corporation)

Business Address: 935 Parkway Drive

Witness: Signature on File By: Signature on File

(Authorized Signature)

(SEAL)

(Title)

Date: February 15, 2018

Attachments:

Sub-Contractor List.

Non-Collusion Statement.

Affidavit(s) of Employee Drug Testing Program

Bid Security.

BURNETT SITE IMPROVEMENTS
BSD1812
1628

BRANDYWINE SCHOOL DISTRICT

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:

GrassBusters Landscaping Co. Inc

AUTHORIZED REPRESENTATIVE

(TYPED):

Picked A Crouse

AUTHORIZED REPRESENTATIVE

(SIGNATURE):

Signature on File

[Signature]

TITLE:

President

ADDRESS OF BIDDER:

935 Parkway Drive

Newark, DE 19711

PHONE NUMBER:

302-292-1166

Sworn to and Subscribed before me this 15th day of February, 2018

My Commission expires : May 2, 2018 NOTARY PUBLIC



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

"EXHIBIT B"

BURNETT SITE IMPROVEMENTS
BSD18012
1628

BRANDYWINE SCHOOL DISTRICT

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:

GrassBusters Landscaping Co., Inc. of 935 Rahway Drive, Newark
in the County of New Castle and State of Delaware as **Principal**,
and The Guarantee Company of North America USA of One Towne Square, #1470, Southfield
in the County of Oakland and State of Michigan as **Surety**,
legally authorized to do business in the State of Delaware ("State"), are held and firmly unto
the State in the sum of Ten Percent of Amount Bid Dollars
(\$ 10% of Amount Bid),
or _____ percent not to exceed _____ Dollars
(\$ _____)
of amount of bid on Contract No. BSD1812, 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 our corporate seal and dated this 15th day
of February in the year of our Lord two thousand and eighteen (2018).



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robin V. Russell, Milton L. Willey, Stephen W. Freeman, Michael A. Youngblut, Thomas R. Davis, Jeffrey D. Kawamoto, John H. Shaffer III,
Griffin F. Willson, Ronna J. Waggaman, Teresita C. Ramseur
M & T Insurance Agency, Inc.

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.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** 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 the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-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 revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Signature on File

Signature on File

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Signature on File

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 15th day of February, 2018

Signature on File

Randall Musselman, Secretary