



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 Eighth day of May in the year Two Thousand and Eighteen
(In words, indicate day, month and year.)

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

Brandywine School District
3305 Green Street
Wilmington, DE 19703

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

Bancroft Construction Company
130 North Grant Avenue, Suite 101
Wilmington, DE 19806

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

Brandywine School District
Claymont Elementary School Renovations
3401 Green Street
Claymont, DE 19703

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

ABHA Architects, Inc.
1621 N. Lincoln Street
Wilmington, DE 19806

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:30:25 on 06/05/2018 under Order No.6096643928 which expires on 04/28/2019, and is not for resale.

User Notes:

(1144418925)

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Work is to commence on or after June 13, 2018.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~() days from the date of commencement, or as follows:~~ August 25, 2018.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work
All Contract Work.

Substantial Completion Date
August 25, 2018

, 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 (\$), subject Two Million Seven Hundred and Sixty-One Thousand Dollars and Zero Cents (\$ 2,761,000.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid:	<u>\$2,761,000.00</u>
Total Contract Sum:	<u>\$2,761,000.00</u>

§ 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) (\$ 0.00)
<u>Borrow Type C</u>	<u>Per Ton</u>	<u>Add: \$60.50/Deduct: \$60.50</u>
<u>Graded Aggregate Base Course Type B</u>	<u>Per Ton</u>	<u>Add: \$66.00/Deduct: \$66.00</u>
<u>Geotextile Stabilization Fabric</u>	<u>Per Square Foot</u>	<u>Add: \$.033</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: Borrow Type C</u>	<u>\$24,200.00</u>
<u>Allowance No. 2: Aggregate Type B</u>	<u>\$33,000.00</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 requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

Init.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (—%)~~ five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (—%)5%;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

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) X Other: Any remedies available in law or in equity.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%—Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at a rate of 1% per month not to exceed 12% per annum.

§ 8.3 The Owner's representative:
(Name, address and other information)

Mr. John Read (Primary)

Mr. James Conlon or Mr. Woody Scott

Brandywine School District

3305 Green Street

Claymont, DE 19703

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

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:30:25 on 06/05/2018 under Order No.6096643928 which expires on 04/28/2019, and is not for resale.

User Notes:

(1144418925)

§ 8.4 The Contractor's representative:
(Name, address and other information)

Mr. Casey McCabe
Bancroft Construction Company
1300 Grant Avenue, Suite 101
Wilmington, DE 19806
Email: cmccabe@bancroftusa.com

The Contractor's representative shall not be changed without ten days written notice to the Owner.

The Contractor's representative shall not be changed without ten days written notice to the Owner.

~~§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.~~

§ 8.6 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>007313</u>	<u>Supplementary</u>	<u>April 5, 2018</u>	<u>007313-1 - 8</u>
<u>009000</u>	<u>Conditions</u>		
	<u>State of Delaware</u>		
	<u>General Conditions</u>	<u>April 5, 2018</u>	<u>009000-1- 13</u>

§ 9.1.4 The Specifications:

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

Title of Specifications Exhibit: A attached.

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

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

Title of Drawings Exhibit: B attached.

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
<u>Addendum No. 1</u>	<u>April 20, 2018</u>	<u>Pages 1 - 2 + attachments</u>
<u>Addendum No. 2</u>	<u>April 20, 2018</u>	<u>Pages 1 - 3 + attachments</u>
<u>Addendum No. 3</u>	<u>May 1, 2018</u>	<u>Page 1 - 1 + attachments</u>

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:30:25 on 06/05/2018 under Order No.6096643928 which expires on 04/28/2019, and is not for resale.

User Notes:

(1144418925)

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 C: Bid submitted by Bancroft Construction Company dated 5/3/18.

Note: The State of Delaware requires drug testing for public works projects over \$100,000. See detailed requirements, by accessing link below.
<http://www.dfm.delaware.gov/docs/pw-drugtesting-faq.pdf>

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. A201-2007 and as required by Section 009000 - General Requirements.

(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) <u>(\$ 0.00)</u>
<u>Refer to Project Manual, Section 009000 – State of Delaware General Requirements.</u>	

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

BRANDYWINE SCHOOL DISTRICT
Signature on File

BANCROFT CONSTRUCTION COMPANY
Signature on File

OWNER (Signature)

Dr. Mark Holodick, Superintendent
(Printed name and title)

CONTRACTOR (Signature)

Bart W. Nave
(Printed name and title)
Vice President Operations

Init.

“EXHIBIT A”

Brandywine School District

Claymont Elementary School Renovation

TABLE OF CONTENTS

DIVISION 00 – PROCURMENT AND CONTRACTING REQUIREMENTS

01 11 50	ADVERTISEMENT FOR BIDS
01 21 10	INSTRUCTIONS TO BIDDERS
00 41 13	BID FORM
00 50 00	CONTRACTING FORMS AND SUPPLEMENTS
00 73 10	SUPPLEMENTARY GENERAL CONDITIONS A201-2007
00 73 13	SUPPLEMENTARY CONDITIONS
00 90 00	DE STATE GENERAL REQUIREMENTS
00 95 00	GENERAL AND SPECIAL INSTRUCTIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	SUMMARY
01 20 00	PRICE AND PAYMENT PROCEDURES
01 21 00	ALLOWANCES
01 22 00	UNIT PRICES
01 30 00	ADMINISTRATIVE REQUIREMENTS
01 40 00	QUALITY REQUIREMENTS
01 50 00	TEMPORARY FACILITIES CONTROL
01 60 00	PRODUCT REQUIREMENTS
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 78 00	CLOSEOUT SUBMITTALS
01 81 13	SUSTAINABLE DESIGN REQUIREMENTS
01 81 13A	LEED ENVIRONMENTAL REPORTING FORM
01 81 14	VOC LIMITS
01 81 19	INDOOR AIR QUALITY MANAGEMENT PLAN
01 91 10	SPECIFIC COMMISSIONING PLAN - CONTRACT DOCUMENTS PLAN

DIVISION 02 - EXISTING CONDITIONS

02 41 00	DEMOLITION
----------	------------

DIVISION 03 - CONCRETE

03 30 00	CAST-IN-PLACE CONCRETE
----------	------------------------

DIVISION 04 - MASONRY

04 20 00	UNIT MASONRY
04 72 00	CAST STONE MASONRY

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 10 00	ROUGH CARPENTRY
----------	-----------------

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 26 16	UNDER-SLAB VAPOR BARRIER/RETARDER
07 26 40	SPRAY POLYURETHANE FOAM INSULATING AIR BARRIER
07 62 00	SHEET METAL FLASHING AND TRIM
07 92 00	JOINT SEALANTS

DIVISION 08 - OPENINGS

08 11 13	HOLLOW METAL DOORS AND FRAMES
----------	-------------------------------

DIVISION 09 - FINISHES

09 21 16	GYPSUM BOARD ASSEMBLIES
----------	-------------------------

DIVISION 10 - SPECIALTIES

10 44 00	FIRE PROTECTION SPECIALTIES
----------	-----------------------------

DIVISION 21- FIRE SUPPRESSION

21 00 00	FIRE SUPPRESSION
21 13 00	FIRE SUPPRESSION SPRINKLER SYSTEMS

“EXHIBIT A”

Claymont Elementary School Renovation

Brandywine School District

TABLE OF CONTENTS

DIVISION 22 - PLUMBING

22 00 00	PLUMBING
22 05 00	COMMON WORK RESULTS FOR PLUMBING
22 05 93	TESTING – PLUMBING
22 07 00	PLUMBING INSULATION
22 10 00	PLUMBING PIPING
22 13 00	FACILITY SANITARY SEWERAGE
22 30 00	PLUMBING EQUIPMENT

DIVISION 23 - HVAC

23 00 00	HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
23 05 00	COMMON WORK RESULTS FOR HVAC
23 05 23	GENERAL DUTY VALVES FOR HVAC PIPING
23 05 93	TESTING, ADJUSTING, & BALANCING FOR HVAC
23 07 00	HVAC INSULATION
23 09 00	INSTRUMENTATION AND CONTROL FOR HVAC
23 10 00	FACILITY FUEL SYSTEMS
23 23 00	REFRIGERATION PIPING

DIVISION 26 - ELECTRICAL

26 00 00	ELECTRICAL
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL
26 05 19.01	DISTRIBUTION CIRCUITS
26 05 19.02	FEEDER CIRCUITS
26 05 19.03	BRANCH CIRCUITS
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL
26 05 33.16	BOXES FOR ELECTRICAL SYSTEMS
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY
26 22 00	LOW-VOLTAGE TRANSFORMERS
26 24 13	SWITCHBOARDS
26 24 16	PANELBOARDS
26 27 26	WIRING DEVICES
26 28 16.13	ENCLOSED SWITCHES
26 28 16.16	ENCLOSED CIRCUIT BREAKERS
26 29 00	LOW-VOLTAGE CONTROLLERS
26 32 00	PACKAGED GENERATOR ASSEMBLIES
26 36 32	AUTOMATIC TRANSFER SWITCHES
26 56 29	SITE LIGHTING
26 70 00	METERING EQUIPMENT

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING
31 20 00	EARTHMOVING
31 25 00	EROSION AND SEDIMENT CONTROLS

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 05 23	CONCRETE SIDEWALKS
32 12 16	ASPHALT PAVING
32 16 13	CONCRETE CURB
32 90 00	PLANTING
32 92 00	TURF AND GRASSES

DIVISION 33 - UTILITIES

33 11 00	WATER UTILITY PIPING
33 31 00	SANITARY SEWERAGE
33 41 00	STORM DRAINAGE

“EXHIBIT A”

Brandywine School District

Claymont Elementary School Renovation

33 71 19.13 ELECTRICAL MANHOLES

DRAWINGS

GENERAL

- G-001 COVER SHEET
- G-002 CODE ANALYSIS
- G-110 CODE REVIEW PLAN - LOWER LEVEL
- G-111 CODE REVIEW PLAN - FIRST FLOOR
- G-112 CODE REVIEW PLAN - SECOND FLOOR
- G-121 CONSTRUCTION PHASING PLAN - SITE WORK
- G-122 CONSTRUCTION PHASING PLAN - BUILDING

CIVIL

- C-001 BID PACKAGE A LIMITS
- C-101 SITE CONSTRUCTION PLAN
- C-102 SITE DEMOLITION PLAN
- C-103 SITE DEMOLITION PLAN
- C-104 SITE DEMOLITION PLAN
- C-105 SITE CONSTRUCTION PLAN
- C-106 SITE CONSTRUCTION PLAN
- C-107 SITE CONSTRUCTION PLAN
- C-108 SITE GRADING DETAILS
- C-109 LAYOUT, STRIPING AND SIGNING PLAN
- C-110 LAYOUT, STRIPING AND SIGNING PLAN
- C-111 LAYOUT, STRIPING AND SIGNING PLAN
- C-112 SITE CONSTRUCTION PLAN DETAILS
- C-113 SITE CONSTRUCTION PLAN DETAILS
- CR-101 SANITARY SEWER CONSTRUCTION PLAN INDEX PLAN
- CR-102 SANITARY SEWER PLAN
- CR-103 SANITARY SEWER PLAN
- CS-101 COVER SHEET AND GENERAL NOTES
- CS-102 PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN
- CS-103 CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN
- CS-104 CONSTRUCTION SITE DETAILS AND NOTES
- CS-105 CONSTRUCTION SITE DETAILS AND NOTES
- CS-106 CONSTRUCTION SITE DETAILS AND NOTES
- CS-107 OVERALL POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
- CS-108 POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
- CS-109 BMP CONTRIBUTING DRAINAGE AREA PLAN
- CS-110 PRE-DEVELOPED LIMIT OF DISTURBANCE DRAINAGE AREA PLAN
- CS-111 POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN (LEVEL 1 ANALYSIS)
- L-101 LANDSCAPE PLAN

STRUCTURAL

- S-301 TYPICAL SECTIONS AND DETAILS

“EXHIBIT A”

Claymont Elementary School Renovation

Brandywine School District

TABLE OF CONTENTS

ARCHITECTURAL

A-001	SYMBOLS, ABBREVIATIONS & STANDARD DETAILS
A-003	PARTITION TYPES
A-101	FIRST FLOOR KEYPLAN - DEMOLITION
A-111	FIRST FLOOR KEYPLAN
A-114	COURTYARD PLAN
A-401	ENLARGED PLANS - ELECTRICAL ROOM, GREASE TRAP TRENCH
A-521	OUTDOOR EQUIPMENT ENCLOSURE PLANS & DETAILS
A-601	DOOR SCHEDULE AND DOOR TYPES
A-602	DOOR DETAILS

FIRE PROTECTION

FP-101.1	FIRST FLOOR & SECOND FLOORS PLUMBING PLANS
----------	--

PLUMBING

P-101.3	FIRST FLOOR PLUMBING PLAN DEMOLITION AREA D
---------	---

MECHANICAL

M-101.4	PARTIAL FIRST FLOOR / ROOF MECHANICAL DEMOLITION / CONSTRUCTION PLANS - AREA D
---------	--

ELECTRICAL

E-101.3	FIRST FLOOR ELECTRICAL PLANS DEMOLITION AREAS D & E LOWER LEVEL AREA H
E-111.3	FIRST FLOOR LIGHTING PLAN AREAS D & E LOWER LEVEL AREA H
E-113.3	FIRST FLOOR POWER PLAN AREA D & E
E-151	SITE PLAN ELECTRICAL
E-500	DETAILS ELECTRICAL
E-501	DETAIL ELECTRICAL
E-600	SCHEDULES ELECTRICAL

"EXHIBIT B"

Brandywine School District
4/5/2018

Claymont Elementary School Renovation

SECTION 00 41 13
BID FORM - BSD CONTRACT # BSD18016

FOR BIDS DUE: May 3, 2018 @ 2PM

TO: BRANDYWINE SCHOOL DISTRICT
1311 BRANDYWINE BLVD.
WILMINGTON, DE. 19809

FOR: CLAYMONT ELEMENTARY SCHOOL
BID PAC A
3401 GREEN ST.
CLAYMONT, DE. 19703

FOR CONTRACT: GENERAL CONSTRUCTION

NAME OF BIDDER: Bancroft Construction Company

DELAWARE BUSINESS LICENSE NO.: 1989049252

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

TAXPAYER ID NO.: 51-0246121

(OTHER LICENSE NOS.):

PHONE NO.: (302) 655-3434 FAX NO.: (302) 655-4599

EMAIL ADDRESS: mpetka@bancroftusa.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 April 5, 2018, 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:

Two million, seven hundred sixtyone thousand
(expressed in words) dollars

(\$ 2,761,000⁰⁰)
(expressed in figures)

"EXHIBIT B"

Claymont Elementary School Renovation

Brandywine School District
4/5/2018

BID FORM

ADDITIVE ALTERNATE NO.1 Provide new 250kw/312kva generator in lieu of 125kw/156kva generator

Add One hundred sixty thousand dollars
(expressed in words)

(\$ 160,000)
(expressed in figures)

ALLOWANCE NO. 1: PROVIDE PRICE FOR 400 TONS OF BORROW TYPE C AS DESCRIBED IN SECTION 312000 – EARTHMOVING

Twenty-Four Thousand Two Hundred Dollars

(expressed in words)

(\$ 24,200)
(expressed in figures)

ALLOWANCE NO. 2: PROVIDE PRICE FOR 500 TONS OF GRADED AGGREGATE TYPE B FOR UNDERCUT EXCAVATION AS DESCRIBED IN SECTION 312000 – EARTHMOVING.

Thirty-Three Thousand Dollars

(expressed in words)

(\$ 33,000)
(expressed in figures)

"EXHIBIT B"

Brandywine School District
4/5/2018

Claymont Elementary School Renovation

BID FORM

UNIT PRICES

Unit prices conform to applicable project specification project. The difference between Add or Deduct Unit Prices of the same item may not exceed 15%. Refer to the specifications for a complete description of the following Unit Prices:

UNIT PRICE NO. 1: BORROW TYPE C (For quantity described in Allowance No.1)

Removal of unsuitable soils (haul offsite) and replacement with imported Borrow Type C (place and compact)

Price per ton

Add: \$60.50

Deduct: \$60.50

UNIT PRICE NO.2: GRADED AGGREGATE BASE COURSE TYPE B FOR UNDERCUT EXCAVATION (for quantity described in Allowance No.2)

Removal of unsuitable soils (haul offsite) and replacement with imported Borrow Type C (place and compact)

Price per ton

Add: \$66.00

Deduct: \$66.00

UNIT PRICE NO. 3: GEOTEXTILE STABILIZATION FABRIC FOR PLACEMENT BENEATH UNDERCUT EXCAVATION AS DESCRIBED IN SECTION 31 20 00 – EARTHMOVING

Removal of unsuitable soils (haul offsite) and replacement with imported Borrow Type C (place and compact)

Price per square foot

Add: .33

"EXHIBIT B"

Claymont Elementary School Renovation

Brandywine School District
4/5/2018

BID FORM

SIGNATURE FORM

I / We acknowledge Addendas Numbered 1, 2, 3 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 183 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: Bancroft Construction Company Trading as: _____

~~(Individuals / General Partners / Corporate Name)~~

Delaware

(State of Corporation)

Business Address: 1300 Grant Avenue, Suite 101
Wilmington, DE 19806

Witness: Signature on File By: Signature on File

(SEAL)

(Authorized Signature) Gregory Sawka
President / CEO

(Title)

Date: May 3, 2018

Attachments:

- Sub-Contractor List.
- Non-Collusion Statement.
- Affidavit(s) of Employee Drug Testing Program
- Bid Security.

"EXHIBIT B"

Brandywine School District
4/5/2018

Claymont Elementary School Renovation

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the Owner, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work. This form must be filled out completely with no additions or deletions. Note that all subcontractors listed below must have a signed Affidavit of Employee Drug Testing Program included with this bid.

SUBCONTRACTOR CATEGORY	SUBCONTRACTOR	ADDRESS (City & State)	SUBCONTRACTOR Taxpayer ID # or DE Business License #
General Works	A.E. Quesenberry	Wilmington, DE	2010600325
Site	Stephens Excavating	Unionville, PA	201460479
Electrical	Superior Electric Wilmington, DE 1989025171		

"EXHIBIT B"

Claymont Elementary School Renovation

Brandywine School District
4/5/2018

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: Bancroft Construction Company

AUTHORIZED REPRESENTATIVE
(TYPED): Gregory Sawka

AUTHORIZED REPRESENTATIVE Signature on File
(SIGNATURE): _____

TITLE: President / CEO

ADDRESS OF BIDDER: 1300 Grant Avenue
Suite 101
Wilmington, DE 19806

PHONE NUMBER: 302-655-3434

Sworn to and Subscribed before me this 3rd day of May, 20 18

My Commission expires : 5/15/19 NOTARY PUBLIC Signature on File
Jane Best-Weick

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



"EXHIBIT B"

Brandywine School District
4/5/2018

Claymont Elementary School Renovation

BID FORM
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 that complies with this regulation:

CONTRACTOR/~~SUBCONTRACTOR~~

NAME: Bancroft Construction Company

CONTRACTOR/~~SUBCONTRACTOR~~

ADDRESS: 1300 Grant Avenue
Suite 101
Wilmington, DE 19806

AUTHORIZED REPRESENTATIVE

(TYPED): Gregory Sawka
President / CEO

AUTHORIZED REPRESENTATIVE Signature on File

(SIGNATURE): [Signature]

Sworn to and Subscribed before me this 3rd day of May, 2018

My Commission expires : 5/15/19 NOTARY PUBLIC

Signature on File

Jane Best-Weick

END OF DOCUMENT



"EXHIBIT B"

Brandywine School District
4/5/2018

Claymont Elementary School Renovation

BID FORM
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 that complies with this regulation:

CONTRACTOR/SUBCONTRACTOR

NAME: A. E. Quesenberry Carpentry LLC

CONTRACTOR/SUBCONTRACTOR

ADDRESS: 1012 Stanton Road
Wilmington, DE 19808

AUTHORIZED REPRESENTATIVE

(TYPED): Andrew E. Quesenberry

AUTHORIZED REPRESENTATIVE

(SIGNATURE): Signature on File

Sworn to and Subscribed before me this 3rd day of May, 2018

My Commission expires : 5-15-19 NOTARY PUBLIC

Signature on File



END OF DOCUMENT

"EXHIBIT B"

Brandywine School District
4/5/2018

Claymont Elementary School Renovation

BID FORM
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 that complies with this regulation:

CONTRACTOR/SUBCONTRACTOR

NAME:

STEPHENS EXCAVATING

CONTRACTOR/SUBCONTRACTOR

ADDRESS:

PO Box 291
Unionville, PA 19375

AUTHORIZED REPRESENTATIVE

(TYPED):

TIMOTHY STEPHENS

AUTHORIZED REPRESENTATIVE Signature on File

(SIGNATURE):

Sworn to and Subscribed before me this

1st

day of

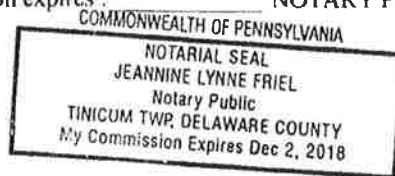
May

2018

Signature on File

My Commission expires:

NOTARY PUBL



END OF DOCUMENT

"EXHIBIT B"

Brandywine School District
4/5/2018

Claymont Elementary School Renovation

BID FORM
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 that complies with this regulation:

CONTRACTOR/SUBCONTRACTOR

NAME: Superior Electric Service Company

CONTRACTOR/SUBCONTRACTOR

ADDRESS: 36 Germay Drive
Wilmington, Delaware 19804

AUTHORIZED REPRESENTATIVE

(TYPED): Jane Fitzsimmons, President

AUTHORIZED REPRESENTATIVE

(SIGNATURE): Signature on File

Sworn to and Subscribed before me this 2nd day of May, 2018

My Commission expires : 03/28/2020 NOTARY PUBLIC

Signature on File

JOELLE A. CORDREY
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires March 28, 2020

END OF DOCUMENT