



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 20th day of January in the year Two Thousand Twelve
(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

State of Delaware
Department of Public Health
Emergency Medical Services & Preparedness Section
100 Sunnyside Road
Smyrna, Delaware 19977

and the Contractor:

(Name, address and other information)

Deldeo Builders, Inc.
100 Naamans Road, Suite 3F
Claymont, Delaware 19703

for the following Project:

(Name, location and detailed description)

Prickett Building 3rd Floor Renovations - Clinic Relocation
Delaware Hospital for the Chronically Ill
Smyrna, Delaware

The Architect:

(Name, address and other information)

Davis, Bowen & Friedel, Inc.
23 N. Walnut Street
Milford, DE 19963
Telephone Number: (302) 424-1441
Fax Number: (302) 424-0430

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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.)

| Contractor shall commence work within ten (10) days after the receipt of an official State of Delaware purchase order.

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:

§ 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 one hundred twenty (120) days from the date of commencement, or as follows:

(Paragraph deleted)

| Calendar days begin with commencement of work at the site.

(Paragraphs deleted)

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 Nineteen Thousand One Hundred Sixty-Five dollars (\$ 119,165.00), 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:

N/A

§ 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
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
#1 - Unforeseen Conditions	Five Thousand dollars and no/100 (\$5,000.00)

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:

Application shall be made upon AIA Document G702. There shall be a six percent (6%) retainage. Five percent (5%) will be listed on all Contractor's monthly invoices until completion of the project. One percent (1%) of the retainage will be held until approved closeout documents are received. This amount will be listed as a line item in the schedule of values. The retainage will become payable upon receipt of all required closeout documentation, provided all other requirements of the contract have been met.

§ 5.1.3 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.

§ 5.1.4 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.

Init.

§ 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 six percent (6%). 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 six percent (6%); Retainage shall be divided as noted in Section 5.1.2.
- .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:
(Paragraph deleted)

§ 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.

(Paragraphs deleted)

§ 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:

Init.

(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 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.
(Paragraph deleted)

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

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

Iwana Smith-Moore
State of Delaware
Department of Public Health
Emergency Medical Services & Preparedness Section
100 Sunnyside Road
Smyrna, DE 19977

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

Lou Deldeo
Deldeo Builders, Inc.
100 Naamans Road, Suite 3F
Claymont, DE 19703

(Paragraph deleted)

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

§ 8.6 Other provisions:

N/A

Init.

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
AIA 201	General Conditions		39
SGC	Supplementary General Conditions		10
GR	General Requirements		15

§ 9.1.4 The Specifications:

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

Title of Specifications exhibit: Exhibit A

(Table deleted)

§ 9.1.5 The Drawings:

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

Title of Drawings exhibit: Exhibit B

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	January 6, 2012	8
2	January 13, 2012	6

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:

(Paragraphs deleted)

N/A

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)
Payment Bond	\$119,165.00
Performance Bond	\$119,165.00
Comprehensive Liability Insurance	\$1,000,000.00
AND	
Medical/Professional Liability Insurance	\$1,000,000.00 / \$3,000,000.00
OR	
Product Liability	\$1,000,000.00 / \$3,000,000.00

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Appendix A to AIA Document A101-2007

Prickett Building Third Floor Renovations Clinic Relocation OEMS Improvements Delaware Hospital for the Chronically III

Federal Suspension and Debarment

If the amount of this contract listed is over \$25,000, the Contractor, by their signature in on page 7, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

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

Original on File

Karyl T. Ratliff, MD, MS, FAAP, FACPM
Director, Division of Public Health

Date

03/08/12

mx

Original on File

CONTRACTOR (Signature)

Louis M. DELDED President

(Printed name and title)

Original on File

Rita M. Landgraf
Secretary, Department of Health and Social
Services

Date

3.14.12

jmp
for

Init.

**PRICKETT BUILDING THIRD FLOOR RENOVATIONS
CLINIC RELOCATION
OEMS IMPROVEMENTS
DELAWARE HOSPITAL FOR THE
CHRONICALLY ILL**

TABLE OF CONTENTS

<u>DIVISION 0</u>	PROCUREMENT AND CONTRACTING REQUIREMENTS
00 11 13	Advertisement for Bids
00 21 13	Instructions to Bidders
00 31 13	Preliminary Schedule
00 41 13	Bid Form
00 43 13	Bid Bond
00 61 13.13	Performance Bond
00 61 13.16	Payment Bond
AIA A101	Standard Form of Agreement between Owner and Contractor
CC	Contract for Construction Supplements
-	DHSS Criminal Background Check Policy
-	Davis-Bacon Act and Wage Rates
AIA G702 & G703	Application of Payment (Samples)
AIA A201	General Conditions of the Contract for Construction
SGC	Supplementary General Conditions
GR	General Requirements
<u>DIVISION 1</u>	GENERAL REQUIREMENTS
01 11 00	Summary of the Work
01 31 19	Project Meetings
01 33 23	Shop Drawings, Product Data and Samples
01 50 00	Temporary Facilities and Controls
01 66 00	Storage & Protection
01 78 39	Project Record Documents and Closeout
<u>DIVISION 2</u>	EXISTING CONDITIONS
02 41 19	Selective Demolition
<u>DIVISION 6</u>	WOOD, PLASTICS AND COMPOSITES
06 10 53	Miscellaneous Rough Carpentry
<u>DIVISION 8</u>	OPENINGS
08 11 13.13	Standard Hollow Metal Door Frames
08 14 16	Flush Wood Doors
08 71 00	Door Hardware
08 80 00	Glazing
<u>DIVISION 9</u>	FINISHES
09 21 16	Gypsum Board Assemblies
09 30 13	Ceramic Tile
09 51 23	Acoustical Tile Ceilings
09 65 19	Resilient Tile Flooring
09 67 00	Fluid Applied Flooring
09 91 23	Interior Painting

DIVISION 10

10 28 00

SPECIALTIES

Toilet and Bath Accessories

DIVISION 22

22 11 16

22 40 00

PLUMBING

Plumbing Piping

Plumbing Fixtures

DIVISION 23

23 05 00

23 05 10

23 05 93

23 07 00

23 81 19

HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

Basic Mechanical Requirements

Basic Mechanical Materials and Methods

Testing, Adjusting, and Balancing

Mechanical Insulation

HVAC Systems and Equipment

DIVISION 26

26 05 00

26 05 10

26 05 19

26 05 26

26 05 33

26 27 26

26 51 00

ELECTRICAL

Common Work Results for Electrical

Basic Electrical Materials and Methods

Conductors and Cables

Grounding and Bonding

Raceways and Boxes

Wiring Devices

Interior Lighting

EXHIBIT B**PRICKETT BUILDING THIRD FLOOR RENOVATIONS
CLINIC RELOCATION
OEMS IMPROVEMENTS
DELAWARE HOSPITAL FOR THE
CHRONICALLY ILL****LIST OF DRAWINGS**

T1	Title Sheet
D1	Third Floor Demolition Plan & Key Plan
A1	Third Floor Plan, Partition Types & Finish Schedule
A2	Interior Elevations, Enlarged Plans & Details
A3	Door Schedule & Details
P0	Plumbing Cover Sheet
P1	3 rd Floor Plumbing & Plumbing Demo Plan
M0	Mechanical Cover Sheet
M1	3 rd Floor Mechanical Plan & Demo Plan
M2	Mechanical Details
E0	Electrical Cover Sheet
E1	Electrical Third Floor Demolition Plan
E2	Electrical Third Floor Plan