



State of Delaware
Department of Natural Resources and Environmental Control
Delaware Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901

January 3, 2017

Richard Ferrara
Greggo & Ferrara Inc.
4048 New Castle Ave.
New Castle, DE. 19720-1498

**Re: Tri-Valley Trail
White Clay Creek State Park**


Dear Mr. Ferrara:

Attached are the signed contract agreement and the approved State of Delaware purchase order number: 0000363860 for the above referenced project.

You are hereby authorized to proceed in accordance with the specifications. Someone from Parks staff will contact you shortly to schedule the pre-construction meeting at which time the actual start date will be determined.

Please contact this office at 302-739-9231 should you require additional information.

Original On File


Cynthia A. Todd, Construction Program
Administrator
Office of Design and Development

Enclosed: Signed Contract Agreement
PO No. 0000363860
Cc Joseph Kline, DNREC



Purchase Order

STATE OF DELAWARE

Division of Accounting
Department of Finance
820 Silver Lake Boulevard Suite 200
Dover DE 19904
United States

Vendor: 0000024305
GREGGO & FERRARA INC
4048 NEW CASTLE AVE
NEW CASTLE DE 19720-1498

Dispatch via Print

Purchase Order	Date	Revision	Page
STATE-0000363860	12/30/2016		1
Payment Terms	Freight Terms	Ship Via	
DUE NOW	Destination	Common Car	
Buyer	Phone		
Brumwell, Wanda L.			

Ship To: NAT034
Div of Parks & Recreation Administration
Department of Natural Resources & Environmental Co
89 Kings Hwy
Dover DE 19901
United States

Attention: Not Specified

Bill To: Div of Parks & Recreation Administration
Department of Natural Resources & Environmental Co
89 Kings Hwy
Dover DE 19901
United States

Conditions and Instructions to Vendor:

1. Acceptance of this Purchase Order is agreement to accept payment by credit card, ACH or by check at the State's option.
2. All prices F.O.B. destination unless otherwise indicated.
3. This order and the performance thereof shall be construed and governed in accordance with the laws of the State of Delaware.
4. Separate invoices must be submitted for each order. Submit invoice in triplicate.
5. Any price changes must be agreed to by the Ordering Agency prior to submitting invoices.
6. Purchase Order not valid unless signed by Secretary of Department of Finance or designee or under \$5000.00 or marked emergency.

Tax Exempt ID: Original

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	PARKING LOT MAINTENANCE - WCCSP TRI VALLEY TRAIL		1.00	EA	1,000,000.00	1,000,000.00	12/30/2016
Schedule Total						<u>1,000,000.00</u>	
Item Total						<u>1,000,000.00</u>	
2- 1	PARKING LOT MAINTENANCE - WCCSP TRI VALLEY TRAIL		1.00	EA	455,310.00	455,310.00	12/30/2016
Schedule Total						<u>455,310.00</u>	
Item Total						<u>455,310.00</u>	

This project consists of a pave 8' wide multi-use trail and two paved parking lots. The trail starts at the intersection of Thompson Station Rd/Paper Mill Rd and will continue northeast to the intersection of Smith Rd/paper Mill Rd. Paving the existing gravel parking lot on Nine Rd and constructing a new parking lot at the Smith/Paper Mill intersection.

The White Clay Creek State park Trail Plan, adopted in 2011 after extensive public outreach, addressed a future segment of the Tri-Valley Trail. Combined with other trails, the proposed Tri-Valley trail is part of an 18-mile Greater Newark regional trail network. The Division of Parks & Recreation proposes to fill the trail system gap by constructing 2.8 miles in Possum Hill Area, White Clay Creek State Park. Other existing segments of the Tri-Valley Trail are located in New Castle County and Newark parks. Possum Hill Area's landscape, natural and cultural resources have been evaluated. The areas constraints and opportunities have been extensively reviewed to determine trail alignment options with the least impact yet offering the greatest recreational trail benefits.

The project is part of Gov Markells "Pathways & Trails" initiative. The work must be completed immediately so that construction can begin and be completed in a timely manner.

LN 1: 2017 100 27068 C4032WCCPWCCP7A Construction
LN 2: 2015 300 50086 C4032WCCPWCCP7A Construction

Authorized Signature
Original On File



Purchase Order

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Total PO Amount

1,455,310.00

Authorized Signature
Original On File



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 Ninth day of December in the year Twenty Thousand Sixteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

State of Delaware, DNREC
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901
TEL: 302-739-9231
FAX: 302-739-7026

and the Contractor:

(Name, legal status, address and other information)

Greggo & Ferrara, Inc.
4048 New Castle Avenue
New Castle, Delaware 19720
TEL: 302-658-5241

for the following Project:

(Name, location and detailed description)

Tri-Valley Trail
White Clay Creek State Park
121 Smith Mill Road
Newark, Delaware 19711

The Architect:

(Name, legal status, address and other information)

Century Engineering, Inc.
4134 North DuPont Highway
Dover, Delaware 19901
TEL: 302-734-9188

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.)

| Date of commencement will be attached to the notice to proceed letter.

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 One Hundred Twenty (120) days from the date of commencement, or as follows:

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

Init.

Portion of 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 One Million, Four Hundred Fifty-Five Thousand, Three Hundred and Ten Dollars 10/100 Cents (\$ 1,455,310.00), 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.)

Alternate One

§ 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)	
		Add	Deduct
Silt Fence	100 Linear Feet	\$ 3.50	\$ 2.00
Warm Mix Asphalt Trail(Detail 1/C4.1)	1200 Square Yards	\$ 44.50	\$ 42.15
Warm Mix Asphalt Trail(Detail 6/C4.3)	700 Square Yards	\$ 26.50	\$ 25.15

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

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

Item	Price
Allowance One	\$ 257,000.00
Allowance Two	\$ 10,000.00
Allowance Three	\$ 50,000.00
Allowance Four	\$ 15,000.00
Allowance Five	\$ 280,000.00

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:

Init.

§ 5.1.3 Provided that a valid Application for Payment is received by the Architect 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.

(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 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

Init.

- .2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ Litigation in a court of competent jurisdiction

☒ Other *(Specify)* 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 the rate of one percent (1%) per month not to exceed twelve percent (12%) per annum

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

Cynthia Todd, RLA
State of Delaware - DNREC
Division of Parks and Recreation

Init.

89 Kings Highway
Dover, DE 19901
TEL: 302-739-9231
FAX: 302-739-7026

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

Vincent N. Greggo
Greggo & Ferrara, Inc.
4048 New Castle Avenue
New Castle, DE. 19720

§ 8.5 The Contractor's representative shall not change without written notice to the Owner.

§ 8.6 Other provisions:

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
Project Manual	Section 007313 Supplementary General Conditions	September 7, 2016	12
	Section 008113 General Requirements		16
	Delaware Department of Labor Prevailing Wage Rates		

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Refer to Attachment "A"

Section	Title	Date	Pages
Refer to Attachment "A"			

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Refer to Exhibit A

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

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum One	October 3, 2016	1
Addendum Two	October 5, 2016	1
Addendum Three	October 13, 2016	1
Addendum Four	October 18, 2016	92

Init.

Addendum Five	October 20, 2016	24
Addendum Six	October 24, 2016	2

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.)

Invitation to Bid
Contractor's Bid

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)
Insurance as specified in Supplementary General conditions and General Requirements	

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

Original On File

Original On File

OWNER (Signature)

David S. Small, Cabinet Secretary, DNREC, State of Delaware

(Printed name and title)

CONTRACTOR (Signature)

Vincent N. Greggo, Vice President

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:35:58 on 12/09/2016.

PAGE 1

AGREEMENT made as of the Ninth day of December in the year Twenty Thousand Sixteen

...

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Division of Parks and Recreation
89 Kings Highway
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FAX: 302-739-7026

...

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...

Century Engineering, Inc.
4134 North DuPont Highway
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TEL: 302-734-9188

PAGE 2

Date of commencement will be attached to the notice to proceed letter.

...

N/A

...

§ 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:

PAGE 3

N/A

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§ 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 Million, Four Hundred Fifty-Five Thousand, Three Hundred and Ten Dollars 10/100 Cents (\$ 1,455,310.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate One

...

		<u>Add</u>	<u>Deduct</u>
<u>Silt Fence</u>	<u>100 Linear Feet</u>	<u>\$ 3.50</u>	<u>\$ 2.00</u>
<u>Warm Mix Asphalt Trail(Detail 1/C4.1)</u>	<u>1200 Square Yards</u>	<u>\$ 44.50</u>	<u>\$ 42.15</u>
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<u>Allowance Five</u>	<u>\$ 280,000.00</u>

PAGE 4

§ 5.1.3 Provided that ~~an~~ a valid 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 meets all requirements of the Contract. Payment shall be made by the Owner not later than (—) 30 days after the Architect Owner receives the valid Application for Payment.

...

- .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%).
- .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%); ~~5%~~;

...

N/A

PAGE 5

☒ Other (Specify) Any remedies available in law or in equity

...

%—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 one percent (1%) per month not to exceed twelve percent (12%) per annum

...

Cynthia Todd, RLA
State of Delaware - DNREC
Division of Parks and Recreation
89 Kings Highway
Dover, DE 19901
TEL: 302-739-9231
FAX: 302-739-7026

PAGE 6

Vincent N. Greggo
Greggo & Ferrara, Inc.
4048 New Castle Avenue
New Castle, DE, 19720

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party. The Contractor's representative shall not change without written notice to the Owner.

...

<u>Project Manual</u>	<u>Section 007313 Supplementary General Conditions</u>	<u>12</u>
	<u>Section 008113 General Requirements</u>	<u>16</u>
	<u>Delaware Department of Labor Prevailing Wage Rates</u>	<u>September 7, 2016</u>

...

Refer to Attachment "A"

...

Refer to Attachment "A"

...

Refer to Exhibit A

...

<u>Addendum One</u>	<u>October 3, 2016</u>	<u>1</u>
<u>Addendum Two</u>	<u>October 5, 2016</u>	<u>1</u>
<u>Addendum Three</u>	<u>October 13, 2016</u>	<u>1</u>
<u>Addendum Four</u>	<u>October 18, 2016</u>	<u>92</u>
<u>Addendum Five</u>	<u>October 20, 2016</u>	<u>24</u>
<u>Addendum Six</u>	<u>October 24, 2016</u>	<u>2</u>

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User Notes:

(1383754317)

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Invitation to Bid
Contractor's Bid

...

Insurance as specified in Supplementary
General conditions and General
Requirements

Original On File

...

David S. Small, Cabinet Secretary, DNREC, State
of Delaware

Vincent N. Greggo, Vice President

...

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gary Owens Management Analyst II, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:35:58 on 12/09/2016 under Order No. 2174036095_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Original On File

(Signed) _____

(Title) Management Analyst II

(Dated) 19 Dec 2016