# MATA Document A101™ - 2007

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

AGREEMENT made as of the eleventh, in the year Two Thousand, sixteen (In words, indicate day, month and year.)

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

> Polytech School District 823 Walnut Shade Road 19880 Woodside, Delaware

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

County Environmental Company general conditions unless this 460 New Churchman's Road document is modified.

New Castle, Delaware 19720

written ar draft, the eventual of the Contract Documents, other than a Modiffestic for the following Project: Asbestos Abatement at: (Name, location and detailed description)

823 Walnut Shade Road Woodside, Delaware wo19880 DATHATERUS QUATHENDO NO FAR F3 DITA \$ \$4 But date of commencement of the Work shall be the date of this Agreement unless a differential training to

day of February

CONTRACT SUM

PAYMENTS

This document has important legal SMORRYCAS at consequences. Consultation with an attorney is encouraged with respect to its completion or OF CONTRACT DUCUMENTS modification.

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AIA Document A201™-2007, General Conditions of the STWENTEDON TO AS Contract for Construction, is (German) and to anothly the macro A service and adopted in this document by

ARTHOLES: THE WORK OF THE CONTRACT Polytech High School

direction arminee in proceed)

Editor to the common cament of the Work, the Owner requires time to file mentgages and other-sceurity intorg Charles's time requirement shall be as follows:

Of provision is made for the date to be fixed in a notice to proceed issued by the Owner. Urgary the dire of coordinacement if a differs from the date of this Agreement or, if apply

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

> Environmental Testing, Inc. 100 South Cass Street Middletown, Delaware 19709

The Owner and Contractor agree as follows, property to the property between the second responsible of the contractor agree as follows,

Init.

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- THE CONTRACT DOCUMENTS

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BETWEEN the Owner

and the Conspetor:

AGREEMENT made as of the saleventh,

(Name, legal status, subbess and islaw laformation)

Form, legal trans, and est and other information)

Fairbail Goldol District ass water trade Road

Pood of the Landster 19880

- THE WORK OF THIS CONTRACT
- Standard Form of Agreement Between Owner a 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- **CONTRACT SUM**
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- 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. 823 Walmut Shade Road

# 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.)

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:

(Nome, legal status, address and other referencion)

Mayaronmetal Testing, Inc. 100 Booth Cass Street Middletown, Delaware 19709

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

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work

(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.)

In Approximately forty five total working days a made believed by blying Portion of Work §5.1.2 The period selected by each Auntication for Payment shall be one extender anoth ending on the fast

Substantial Completion Date

month; or as follows:

Work will be phased according to specification phasing schedule provided by general contractor & school district.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

) days after the Architect receives the Applicated 15, 176

(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.) day of the following

retroived by the Architect after the application date fixed above, payment shall be made I the 15% are

ARTICLE 4 CONTRACT SUM list for insulation on the most recent schedule of val MUZ TARACT 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 to additions and deductions as provided in the Contract Documents. outgarder a Ampheanons for revine

provided in Section 9.5 of AIA Document A201-2007.

Pederal state or ladal laws may require payment within a cartain period of time.)

§ 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.)

Take that postion of the Contract Sum properly allocable to completed Wark as described

# See Attached Bid Form for listing of alternates

§ 4.3 Unit prices, if any, for structure, who will be worth an army of the Country of the Countr

Init.

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

Subtract amounts, if any, for which the Architect has withheld or publified a Certificate for Payma

Item Units and Limitations 10 House Price per Unit (\$0.00) suitably stared at the site for subsequent incorporation in the completed construction advance by the Owers, suitably stored off the site at a troution agreed upon in view

See Attached Bid Form for Unit Prices 3. Subtract the aggregate of provious payments made by the Owner, and

§ 4.4 Allowances included in the Contract Sum, if any: (Identify allowance and state exclusions, if any, from the allowance price.)

amount of the Contract Sort, less such amounts as the Architect shall determine for incomplete Work

transact mark tole to such work and unsettled claims; and Section 9.8.2 of all Decument 1201-2007 requires release of applicable retainage Completion of work with constituted streets, if ones,

Add, if Engl completion of the Work is thereafter materially delayed through no fault at the completion of the Work is thereafter materially delayed through no fault at the completion of the completion of the world at the completion of the comple thy additional amounts payable in accordance with Section 9.10.3 of AIA Document.

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# ARTICLE 5 PAYMENTS and rous for show sailes and to go takeno. I intended to a wall to the relaction of the Committee of the c

§ 5.1 Progress Payments

Substantial Completion

§ 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.

Edays if on the diffe of commencement, an as follows:

District district

bhising schedule acovided by general contractor

§ 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: Work will be chised according to specification

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the following last 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.)

§ 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:

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 ( %). 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 A201TM-2007, General Conditions of the Contract for Construction;

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 percent ( NA %);

Subtract the aggregate of previous payments made by the Owner; and

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:

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.)

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.)

ARTICLE & INSCELLANEOUS PROVISIONS

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6 3.2 Payments due and copied and all a Contract shall be in Interest. From the date pay results due to the rate statest. § 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 switches are a report and the Contractor when

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

the reference refuse higher graphon as narended or supplemented by order provision of the Contract Documents

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:

Warren Blowers

County Environmenta tol Charametr's Road New Castle, Delawar

# 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

Lawrent Conditions of the Contract for Construction

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.) [ P.1.2 Tr. General Conditions are AIA Discurrent A201

	Arbitration pursuant to Section 15.4 of AIA Document A201
	Litigation in a court of competent jurisdiction
SER.	<b>6.0</b>

ARTICLE 7 TERMINATION OR SUSPENSION Several illustration in the segment of the majorated at moistand of the first of the segment of the segme

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007. percentages inserted in Sections 3, (, b.) and 3, c.b.2 although and alir is not explained afreelypes in the Couract

§ 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.) a salt is besore has been visible used for soud double managings to eliminate

\$52.1 Final proyment, escapitating the cating unpaid balgade of the Contract Sura, shall be locally up the Contract

§ 8.3 The Owner's representative:

Gary Hayes (Name, address and other information) Environmental Testing, Inc. 100 S. Cass Street Middletown, Delaware 19709

2. The Group of A for a produced to the Contractor shall be made no later than 30 as:

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

Warren Flowers County Environmental Company 461 Churchman's Road New Castle, Delaware 19720

Architett e frant Carallente for Payment, or as follows:

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Statement tracision Muleur

within them the Security of

\$ 5.2 Binding Dispote Resolution

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the parties appoint below another individual, and a party to this Agreement, to serve as faind Docusion we Affile printer menelly owell, treert the name, address and other contact information of a

§ 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 inclined of biniding dispute resulction shall be as follows: sections below.

(Chack the appropriate box. If the Owner and Contractor do not select a method of building decisite resonation to § 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor. vesolved by littgation in a court of compensal iteracheries.

§ 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

Lungation in a count of competent jurisdiction

Arbitration pursuant to Section 15 4 of AIA Document A 2011-2007

Contractor wiren

See Table of contents for list of supplemental & Company and Contents other conditions

§ 9.1.4 The Specifications: (A. of displaces as shoot observed but want many meanings have seen and employment add.)

(Either list the Specifications here or refer to an exhibit attached to this Agreement.) Some localities to provide the local times of handling for progresses required in Article 1 of ALL than

Section

\$8,459.10 \$84,591

Limit of Liability or Bond An interest and See attached table of contents for specifications

§ 9.1.5 The Drawings:

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

Number

Title

Date

See attached list of drawing sheets

§ 9.1.6 The Addenda, if any:

Number

Date

**Pages** 

January 20, 2013

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:

ONTRACTOR (Standaure

a Description, on which the appears in UED. We original assume that

(Printed name and title)

- AIA Document E201TM-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- 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 This Agreement entered into as of the day and your first whiten above. Contract Documents.)

Original On File

Original On File

Original On File

Original On File

CAUTION: You should sign as of

### 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. ther than specifications here or a facto or whilett attached to the Agreement.)

(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)

8.1.5 The Diawingster.

NACOTALIA

Bid Bond Performance Bond Payment Bond

\$8,459.10 \$84,591 \$84,591

Either for the Drawings here or refer to an exhibit effect grid to this Agreement.)

See attacked table of contents for specifications

list of drawing sheets

1.1.6 The Addenday if any

918

January 20, 2013

Portions of Addition and the finding requirements are not part of the Country Douglas expire and the said and mented in this Article 9.

\$2.17 Additional documents, if any, forming part of the Contract Documents ARE Document E20174-2007, Digital Pata Froncol Echibit, if completed followings

2 ... Other documents, if any, land below: Let her any originary recurrence are prended to form pair of the Columect Societies. In Document 4,204+2007 provides that hidding requirements such as advertisement or invitation to Insuruerious in Hiddens, somele forms and 🛣 Contractor's old are not part of the Contract Documen unless anumerated in this Agreement. They strong the listed here only if mendechis be part of the

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

Original On File

Original On File

OWNER (Signature)

OHITAOTOR (DIgnature)

Dufendach, Asst-Suft. Chron Flavors Garal Manager (Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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