



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 Ninth day of April in the year Two Thousand Twelve
(In words, indicate day, month and year.)

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

Smyrna School District
82 Monrovia Avenue
Smyrna, DE 19977
Telephone Number: 302-653-8585
Fax Number: 302-653-3149

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

Ventresca Bros. Inc.
2300 N. DuPont Highway
New Castle, DE 19720
Telephone Number: 302-658-6436
Fax Number: 302-658-2360

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

Smyrna High School - Multi-Purpose Field Bleachers
500 Duck Creek Parkway
Smyrna, Delaware 19977

The project consists of fixed outdoor bleacher system, foundations, new/ modifying existing walkways, and new/ modifying existing fencing. The fixed outdoor bleacher system shall provide seating as described in Alternate A-1 for 614 standard seats and 12 wheel chair spaces. The project will require minor amounts of site demolition and modifications to existing stormwater system.

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

Fearn-Clendaniel Architects, Inc.
6 Larch Avenue
Suite 398
Wilmington, DE 19804
Telephone Number: 302-998-7615
Fax Number: 302-998-7685

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.

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 14:20:23 on 04/09/2012 under Order No.0135908904_1 which expires on 12/02/2012, and is not for resale.

User Notes:

(1397312066)

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.)

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:

(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.)

The Contractor shall achieve Substantial Completion of the entire Work not later than August 15, 2012.

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 09:07:01 on 04/05/2012 under Order No.0135908904_1 which expires on 12/02/2012, and is not for resale.

User Notes:

(1095072327)

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.)

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 Two Hundred Fifty-six Thousand Three Hundred Fifty Dollars and Zero Cents (\$ 256,350.00), subject to additions and deductions as provided in the Contract Documents. This sum is based on the Base Bid amount of Three Hundred Thirty-four Thousand Seven Hundred Fifty Dollars minus deduct Alternate A-1 for an amount of Seventy-eight Thousand Four Hundred Dollars.

§ 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 No. A-1: Reduce Seating Capacity (deduct \$78,400.00 from base bid)

§ 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.)

The owner did not except asphalt unit prices. In the event the owner would like to add additional asphalt walks or surfaces, the additional cost will be negotiated between both parties and agreed to in writing.

(Table deleted)

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

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

Item

Price

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:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth day of a month, 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. If an Application for Payment is received by the Architect after the application date fixed above, 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.

(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

init.

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 (5.00 %). 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 (5.00 %);
- .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.)

§ 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:

Upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

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 09:07:01 on 04/05/2012 under Order No. 0135908904_1 which expires on 12/02/2012, and is not for resale.

User Notes:

(1095072327)

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)*

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.)*

Not to exceed twelve percent 12% per annum beginning thirty (30) days after the "presentment" as specified.

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

Ms. Deborah D. Wicks
82 Monrovia Avenue
Smyrna, DE 19977
Telephone Number: 302-653-8585
Fax Number: 302-653-3149
Mobile Number: 302-270-4458
Email Address: WicksDeborah@smyrna.k12.de.us

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

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 09:07:01 on 04/05/2012 under Order No.0135908904_1 which expires on 12/02/2012, and is not for resale.

User Notes:

(1095072327)

Victor Ventresca
2300 N. DuPont Highway
New Castle, DE 19720
Telephone Number: 302-658-6436
Fax Number: 302-658-2360

§ 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:

Per Title 29

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:
Are those contained in the Project manual dated March 2012

(Table deleted)

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Are those listed in the Project manual dated March 2012 – See Exhibit 'B'

(Table deleted)

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Are those listed in the Project manual dated March 2012 – See Exhibit 'C'

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	March 7, 2012	1

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:

N/A

.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.)

Instructions to Bidders AIA document A701 -1997, Supplemental Instructions to Bidders, and Project Supplemental Instructions to Bidders
All information issued in Addenda.
Exhibit 'A'
Exhibit 'B'
Exhibit 'C'

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.)

(Table deleted)

Per requirements indicated in specifications under General Requirements, Supplementary Conditions, Project Supplementary Conditions.

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

OWNER (Signature)

Ms. Deborah D. Wicks, Superintendent
(Printed name and title)

CONTRACTOR (Signature)

Victor Ventresca, 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 14:20:23 on 04/09/2012.

PAGE 1

AGREEMENT made as of the Ninth day of April in the year Two Thousand Twelve

...

Smyrna School District
82 Monrovia Avenue
Smyrna, DE 19977
Telephone Number: 302-653-8585
Fax Number: 302-653-3149

...

Ventresca Bros. Inc.
2300 N. DuPont Highway
New Castle, DE 19720
Telephone Number: 302-658-6436
Fax Number: 302-658-2360

...

Smyrna High School - Multi-Purpose Field Bleachers

500 Duck Creek Parkway
Smyrna, Delaware 19977

The project consists of fixed outdoor bleacher system, foundations, new/ modifying existing walkways, and new/ modifying existing fencing. The fixed outdoor bleacher system shall provide seating as described in Alternate A-I for 614 standard seats and 12 wheel chair spaces. The project will require minor amounts of site demolition and modifications to existing stormwater system.

...

(Name, legal status, address and other information)

Fearn-Clendaniel Architects, Inc.
6 Larch Avenue
Suite 398
Wilmington, DE 19804
Telephone Number: 302-998-7615
Fax Number: 302-998-7685

PAGE 2

n/a

Additions and Deletions Report for 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 14:20:23 on 04/09/2012 under Order No.0135908904_1 which expires on 12/02/2012, and is not for resale.
User Notes:

(1397312066)

...

The Contractor shall achieve Substantial Completion of the entire Work not later than August 15, 2012.

PAGE 3

§ 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 Two Hundred Fifty-six Thousand Three Hundred Fifty Dollars and Zero Cents (\$ 256,350.00), subject to additions and deductions as provided in the Contract Documents. This sum is based on the Base Bid amount of Three Hundred Thirty-four Thousand Seven Hundred Fifty Dollars minus deduct Alternate A-1 for an amount of Seventy-eight Thousand Four Hundred Dollars.

...

Alternate No. A-1: Reduce Seating Capacity (deduct \$78,400.00 from base bid)

...

The owner did not except asphalt unit prices. In the event the owner would like to add additional asphalt walks or surfaces, the additional cost will be negotiated between both parties and agreed to in writing.

<u>Item</u>	<u>Units and Limitations</u>	<u>Price Per Unit (\$0.00)</u>
-------------	------------------------------	--------------------------------

...

§ 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 Twentieth day of a month, 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. If an Application for Payment is received by the Architect after the application date fixed above, after the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner not later than () days after the Architect receives the Application within 30 days after Owner's receipt of the Certificate for Payment.

PAGE 4

- .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 (5.00 %). 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 (5.00 %);

...

Upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

PAGE 5

Litigation in a court of competent jurisdiction

...
%--Not to exceed twelve percent (12%) per annum beginning thirty (30) days after the "presentment" as specified.
...

Ms. Deborah D. Wicks
82 Monrovia Avenue
Smyrna, DE 19977
Telephone Number: 302-653-8585
Fax Number: 302-653-3149
Mobile Number: 302-270-4458
Email Address: WicksDeborah@smyrna.k12.de.us

PAGE 6

Victor Ventresca
2300 N. DuPont Highway
New Castle, DE 19720
Telephone Number: 302-658-6436
Fax Number: 302-658-2360

...

Per Title 29

...

Are those contained in the Project manual dated March 2012

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
-----------------	--------------	-------------	--------------

...

Are those listed in the Project manual dated March 2012 - See Exhibit 'B'

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
----------------	--------------	-------------	--------------

...

Are those listed in the Project manual dated March 2012 - See Exhibit 'C'

<u>Number</u>	<u>Title</u>	<u>Date</u>
---------------	--------------	-------------

...

<u>1</u>	<u>March 7, 2012</u>	<u>1</u>
----------	----------------------	----------

...

N/A

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kenneth B. Fearn, 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 09:07:01 on 04/05/2012 under Order No. 0135908904_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.

(Signed) _____

(Title) _____

(Dated) _____

Exhibit A

Smyrna School District
Smyrna High School
Multi-Purpose Field Bleachers
Bid No. SSD12002

1. General Conditions (AIA 201): Delete 15.4.4 and substitute the following:

15.4.4 Consolidation or Joinder

A controversy or claim arising out of or related to this Agreement, or the breach thereof, may include, by consolidation or joinder, the Architect and Surety. The objective is to permit the Owner to resolve any such controversy or claim in one litigation proceeding by permitting consolidation or joinder of the Owner, Contractor, Architect and Surety. The Owner shall include in its agreement with the Architect a provision permitting consolidation or joinder.

End of Exhibit A

Exhibit B

Smyrna School District
Smyrna High School
Multi-Purpose Field Bleachers
Bid No. SSD12002

TECHNICAL SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>
011000	Summary
012200	Unit Prices
012300	Alternates
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013233	Photographic Documentation
013300	Submittal Procedures
014000	Quality Requirements
014200	References
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution
017329	Cutting and Patching
017400	Warranties
017419	Construction Waste Management & Disposal
017700	Closeout Procedures
017823	Operation and Maintenance Data
017839	Project Record Documents

<u>SECTION</u>	<u>TITLE</u>
033000	Cast-in-Place Concrete
133416	Grandstand Bleacher Systems
311000	Site Clearing
312000	Earth Moving
321216	Hot-Mix Asphalt Paving
321313	Portland Cement Concrete Paving
323113	Chain Link Fences and Gates
334100	Storm Utility Drainage Piping

End of Exhibit B

Exhibit C

Smyrna School District
Smyrna High School
Multi-Purpose Field Bleachers
Bid No. SSD12002

LIST OF DRAWINGS:

SHEET NO. DRAWING TITLE

COVER

T10-01 Title Sheet

CIVIL

C-01 Site Demolition & Pre-Bulk E&S Plan
C-02 Post-Bulk E&S Plan
C-03 Grading, Drainage & Utility Plan
C-03B Alternate A-1 Grading, Drainage & Utility Plan
C-04 Site Construction & Layout Plan
C-05 Site Construction Details
C-06 Site Construction Details

ARCHITECTURAL

A10-01 Bleacher Plans
A10-01a Alternate A-1 Bleacher Plans
A30-01 Sections and Details
A30-02 Sections and Details

End of Exhibit C

