



# 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 First day of June in the year Two Thousand Fifteen  
(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)

Kent Construction Company, Inc.  
2 Big Oak Road  
Smyrna, DE 19977  
Telephone Number: 302-653-6469  
Fax Number: 302-653-4044

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

John Bassett Moore Intermediate School Renovations and Addition  
20 West Frazier Street  
Smyrna, Delaware 19977  
Project involves demolition and renovations to portions of the existing building to refurbish existing masonry monumental steps, removal of existing entry canopy and steps and replacement with new ADA accessible entry vestibule addition with exterior stair and ramp. Work also includes removal of existing glass block windows at the existing gym and replacement with composite window system. Site improvements are limited to grading at new entry vestibule and connection of storm water piping for new roof drain and utility connection to a new emergency generator. MEP work includes replacement of existing roof top units serving the existing Library including new ductwork and ceiling replacement. The electrical scope of work will include placement of a new exterior emergency generator with masonry screen wall.

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.

## 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.)*

Init.

The Contractor shall achieve Substantial Completion of the entire by August 14, 2015.

(Table deleted)

, 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 Seven Hundred Ninety-three Thousand Three Hundred Dollars and Zero Cents (\$ 793,300.00 ), subject to additions and deductions as provided in the Contract Documents.

This sum is based on the Base Bid amount of Seven Hundred Seventy-three Thousand Dollars and Zero Cents plus add Alternate A-1 for an amount of Twelve Thousand Five Hundred Dollars and Zero Cents plus add Alternate A-2 for an amount of Seven Thousand Eight Hundred Dollars and Zero Cents.

§ 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 A-1: Add Split system Replacement (add Twelve Thousand Five Hundred Dollars and Zero Cents).

Alternate A-2: Suspended Acoustical Ceiling replacement (add Seven Thousand Eight Hundred Dollars and Zero Cents).

§ 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 Add	Unit (\$ 0.00) Deduct
Unit Price No. 1 – Structural Fill (DelDot Type G):	1. Description: Additional quantity required of less than 500 cubic yards, with work performed according to Division 312000 Section "Earthwork." 2. Unit of Measurement: Cubic Yard (c.y.)	\$37.00	\$31.00
Unit Price No. 2 – Structural Fill (DelDot Type G):	1. Description: Additional quantity required of more than 500 cubic yards, with work performed according to Division 312000 Section "Earthwork." 2. Unit of Measurement: Cubic Yard (c.y.)	\$35.00	\$29.00
Unit Price No. 3 – Cut:	1. Description: Removal from site of less than 500 cubic yards according to Division 312000 Section "Earthwork." 2. Unit of Measurement: Cubic Yard (c.y.)	\$34.00	\$28.00
Unit Price No. 4 – Cut:	1. Description: Removal from site of more than 500 cubic yards according to Division 312000 Section "Earth Moving." 2. Unit of Measurement: Cubic Yard (c.y.)	\$32.00	\$26.00
Unit Price No. 5 – Silt Fence:	1. Description: Additional quantity of silt fence material and installation.	\$3.60	\$2.60

Unit Price No. 6 – Geogrid Reinforcement:	2. Unit of Measurement: Linear Foot (l.f.)		
	1. Description: Placement of Tensar BX1100 geogrid reinforcement material and installation per section 2.03 of the Earthwork specification..	\$6.68	\$0.00
	2. Unit of Measurement: Square Yard (s.y.)		
Unit Price No. 7 – Concrete Crack Repair:	1. Description: Cracks shall be repaired per Details 1 & 2 on Sheet S12-01	\$46.00	\$0.00
	2. Unit of Measurement: Linear foot (l.f.)		
Unit Price No. 8 – Concrete Spall Repair:	1. Description: Spalls with estimated 3: depth shall be repaired per Details 1 & 2 on Sheet S12-01	\$65.00	\$0.00
	2. Unit of Measurement: Linear foot (l.f.)		

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

(Table deleted)  
N/A

## 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 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

Init.

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.

## 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 % 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

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)*

Ernest C. Davison, III

2 Big Oak Road

Smyrna, DE 19977

Telephone Number: 302-653-6469

Fax Number: 302-653-4044

§ 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:

(Table deleted)

Are those contained in the Project manual dated March 11, 2015.

§ 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 April 16, 2015– See Exhibit 'A'

(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 April 16, 2015– See Exhibit 'B'

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	April 21, 2015	3
2	April 29, 2015	2
3	May 1, 2015	3

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 drawing and sketches issued in Addenda.  
Exhibit 'A'  
Exhibit 'B'

#### 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.

**Original on File**

OWNER (Signature)

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

**Original on File**

CONTRACTOR (Signature)

Ernest C. Davison, III, President  
(Printed name and title)



# **Additions and Deletions Report for**

## **AIA<sup>®</sup> Document A101<sup>™</sup> – 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 09:13:40 on 05/29/2015.

### **PAGE 1**

**AGREEMENT** made as of the First day of June in the year Two Thousand Fifteen

...

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

...

Kent Construction Company, Inc.  
2 Big Oak Road  
Smyrna, DE 19977  
Telephone Number: 302-653-6469  
Fax Number: 302-653-4044

...

John Bassett Moore Intermediate School Renovations and Addition  
20 West Frazier Street  
Smyrna, Delaware 19977

Project involves demolition and renovations to portions of the existing building to refurbish existing masonry monumental steps, removal of existing entry canopy and steps and replacement with new ADA accessible entry vestibule addition with exterior stair and ramp. Work also includes removal of existing glass block windows at the existing gym and replacement with composite window system. Site improvements are limited to grading at new entry vestibule and connection of storm water piping for new roof drain and utility connection to a new emergency generator. MEP work includes replacement of existing roof top units serving the existing Library including new ductwork and ceiling replacement. The electrical scope of work will include placement of a new exterior emergency generator with masonry screen wall.

...

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

PAGE 3

The Contractor shall achieve Substantial Completion of the entire by August 14, 2015.

**Portion of Work**

**Substantial Completion Date**

...

§ 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 Seven Hundred Ninety-three Thousand Three Hundred Dollars and Zero Cents (\$ 793,300.00 ), subject to additions and deductions as provided in the Contract Documents.

This sum is based on the Base Bid amount of Seven Hundred Seventy-three Thousand Dollars and Zero Cents plus add Alternate A-1 for an amount of Twelve Thousand Five Hundred Dollars and Zero Cents plus add Alternate A-2 for an amount of Seven Thousand Eight Hundred Dollars and Zero Cents.

...

Alternate A-1: Add Split system Replacement (add Twelve Thousand Five Hundred Dollars and Zero Cents).

Alternate A-2: Suspended Acoustical Ceiling replacement (add Seven Thousand Eight Hundred Dollars and Zero Cents).

...

Item	Units and Limitations	Price Per Unit (\$0.00)	
Item	Units and Limitations	Price Per Add	Unit (\$ 0.00) Deduct
<u>Unit Price No. 1 – Structural Fill (DelDot Type G):</u>	<u>1. Description: Additional quantity required of less than 500 cubic yards, with work performed according to Division 312000 Section "Earthwork."</u> <u>2. Unit of Measurement: Cubic Yard (c.y.)</u>	<u>\$37.00</u>	<u>\$31.00</u>
<u>Unit Price No. 2 – Structural Fill (DelDot Type G):</u>	<u>1. Description: Additional quantity required of more than 500 cubic yards, with work performed according to Division 312000 Section "Earthwork."</u> <u>2. Unit of Measurement: Cubic Yard (c.y.)</u>	<u>\$35.00</u>	<u>\$29.00</u>
<u>Unit Price No. 3 – Cut:</u>	<u>1. Description: Removal from site of less than 500 cubic yards according to Division 312000 Section "Earthwork."</u> <u>2. Unit of Measurement: Cubic Yard (c.y.)</u>	<u>\$34.00</u>	<u>\$28.00</u>
<u>Unit Price No. 4 – Cut:</u>	<u>1. Description: Removal from site of more than 500 cubic yards according to Division 312000 Section "Earth Moving."</u> <u>2. Unit of Measurement: Cubic Yard (c.y.)</u>	<u>\$32.00</u>	<u>\$26.00</u>
<u>Unit Price No. 5 – Silt</u>	<u>1. Description: Additional quantity of silt fence</u>	<u>\$3.60</u>	<u>\$2.60</u>

<u>Fence:</u>	<u>material and installation.</u>		
	2. Unit of Measurement: Linear Foot (l.f.)		
Unit Price No. 6 –	1. Description: Placement of Tensar BX1100	\$6.68	\$0.00
<u>Geogrid Reinforcement:</u>	<u>geogrid reinforcement material and installation</u>		
	<u>per section 2.03 of the Earthwork</u>		
	<u>specification.</u>		
	2. Unit of Measurement: Square Yard (s.y.)		
Unit Price No. 7 –	1. Description: Cracks shall be repaired per	\$46.00	\$0.00
<u>Concrete Crack Repair:</u>	<u>Details 1 &amp; 2 on Sheet S12-01</u>		
	2. Unit of Measurement: Linear foot (l.f.)		
Unit Price No. 8 –	1. Description: Spalls with estimated 3: depth	\$65.00	\$0.00
<u>Concrete Spall Repair:</u>	<u>shall be repaired per Details 1 &amp; 2 on Sheet</u>		
	<u>S12-01</u>		
	2. Unit of Measurement: Linear foot (l.f.)		

#### PAGE 4

Item	Price
N/A	

...

§ 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.

...

- .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 %);

#### PAGE 5

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

#### PAGE 6

[ X ] Litigation in a court of competent jurisdiction

...

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

...

Ms. Deborah D. Wicks

...

Telephone Number: 302-653-8585

Fax Number: 302-653-3149

Mobile Number: 302-270-4458

Email Address: WicksDeborah@smyrna.k12.de.us

...

Ernest C. Davison, III

2 Big Oak Road

Smyrna, DE 19977

Telephone Number: 302-653-6469

Fax Number: 302-653-4044

**PAGE 7**

Per Title 29

...

Document	Title	Date	Pages
----------	-------	------	-------

Are those contained in the Project manual dated March 11, 2015.

...

Are those listed in the Project manual dated April 16, 2015— See Exhibit 'A'

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

...

Are those listed in the Project manual dated April 16, 2015— See Exhibit 'B'

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

...

<u>1</u>	<u>April 21, 2015</u>	<u>3</u>
<u>2</u>	<u>April 29, 2015</u>	<u>2</u>
<u>3</u>	<u>May 1, 2015</u>	<u>3</u>

...

n/a

...

*(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 drawing and sketches issued in Addenda.  
Exhibit 'A'  
Exhibit 'B'

PAGE 8

**Type of insurance or bond**

**Limit of liability or bond amount (\$0.00)**

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

...

Ms. Deborah D. Wicks, Superintendent

Ernest C. Davison, III, President

## ***Certification of Document's Authenticity***

**AIA® Document D401™ – 2003**

I, Kenneth B. Fearnl, 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 09:13:40 on 05/29/2015 under Order No. 0404830329\_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)*

*(Dated)*

# **Exhibit A**

Smyrna School District

## **John Bassett Moore Intermediate School Renovations and Addition**

Bid No. SSD-15-002- JBM Renovations

### **TECHNICAL SPECIFICATIONS**

#### **VOLUME I**

<u>SECTION</u>	<u>TITLE</u>
011000	Summary
012200	Unit Prices
012600	Contract Modifications
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
017900	Demonstration and Training

#### **VOLUME II**

<u>SECTION</u>	<u>TITLE</u>
033000	Cast-in-Place Concrete
042000	Unit Masonry
047200	Precast Concrete Masonry
051200	Structural Steel Framing
052100	Steel Joist Framing
053100	Steel Decking
054000	Cold-formed Metal Framing
055000	Metal Fabrications
055213	Pipe and Tube Railings
061053	Miscellaneous Rough Carpentry

071110	Under Slab Vapor Retarder
071113	Bituminous Damproofing
071326	Self-Adhered Sheet Waterproofing
072100	Thermal Insulation
075323	EPDM Roofing
076200	Sheet Metal Flashing and Trim
077100	Roof Specialties
077200	Roof Accessories
078413	Penetration Firestopping
079200	Joint Sealants
081113	Hollow Metal Doors and Frames
083113	Access Doors and Frames
084113	Aluminum Framed Entrances and Storefronts
084523	Insulated Translucent Fiberglass Sandwich Panel System
087100	Door Hardware
088000	Glazing
089000	Louvers and Vents
092216	Non-Structural Metal Framing
092900	Gypsum Board
095113	Acoustical Panel Ceilings
096513	Resilient Base and Accessories
096519	Resilient Tile Flooring
099113	Exterior Painting
099123	Interior Painting
101400	Interior Signage

### **VOLUME III**

<u>SECTION</u>	<u>TITLE</u>
230000	General Requirements Mechanical & Electrical
230500	Common Work Results for HVAC
230513	Common Motor Requirements for HVAC Equipment
230519	Meters and Gages for HVAC Piping
230529	Hangars and Supports for HVAC Piping and Equipment
230553	Identification for HVAC Piping and Equipment
230593	Testing, Adjusting and Balancing for HVAC
230700	HVAC Insulation
231123	Facility Natural-Gas Piping
232114	Hydronic Piping
232300	Refrigerant Piping
233113	Metal Ducts
238127	Small Split-System Heating and Cooling



## **VOLUME IV**

<u>SECTION</u>	<u>TITLE</u>
260499	Common Work Requirements for Electrical
260519	Low Voltage Electrical Power Conductors
260526	Grounding & Bonding for Electrical Systems
260529	Hangers & Supports for Electrical Systems
260533	Raceways & Boxes for Electrical Systems
260543	Underground Ducts & Raceways for Electrical Systems
260553	Identification for Electrical Systems
260570	Power System Study
260572	Overcurrent Protective Device Short Circuit Study
260573	Overcurrent Protective Device Coordination Study
260574	Overcurrent Protective Device Arc Flash Study
262200	Low-Voltage Transformers
262416	Panelboards & Safety Switches
262726	Wiring Devices
262816	Enclosed Switches and Circuit Breakers
263213	Emergency/Standby Generator
263600	Automatic Transfer Switches
265116	Interior Lighting
265619	LED Exterior Lighting
280500	Security & Telecommunications Raceway
283100	Analog/Addressable Fire Alarm System
311000	Site Clearing
312000	Earthwork
321216	Hot-Mix Asphalt Paving
321400	Unit Paving
321313	Portland Cement Concrete Paving
322210	Erosion and Sediment Control
329200	Turf and Grasses

End of Exhibit A

## **Exhibit B**

Smyrna School District

### **John Bassett Moore Intermediate School Renovations and Addition**

Bid No. SSD-15-002- JBM Renovations

#### **LIST OF DRAWINGS:**

<u>SHEET NO.</u>	<u>DRAWING TITLE</u>
------------------	----------------------

#### **COVER**

T10-01	Title Sheet
--------	-------------

#### **CIVIL ENGINEERING**

C-1	Cover Sheet
C-2	Site Demolition Plan
C-3	Site Construction Plan
C-4	Site Erosion and Sediment Control Details and Notes
C-5	Site Construction Details

#### **ARCHITECTURAL**

ACODE-01	Code Plan
A10-01	Demolition Plan – Vestibule and Stairs
A10-02	Partial First Floor Plan - Vestibule
A10-03	Partial First Floor Plan – Stairs
A10-04	Partial Gym Floor Plan & Details
A21-01	Building & Wall Sections
A34-01	Roof Details
A40-01	Door Schedule & Ramp Details

#### **STRUCTURAL**

S10-01	Structural Notes
S10-02	Special Inspection Notes
S11-01	Partial First Floor / Roof Plans
S12-01	Monumental Stair Foundation Plan
S30-01	Typical Sections & Details

## **MECHANICAL/HVAC**

MP001	Mechanical Notes & Legends
MD101	First Floor Mechanical Demolition Plan
MD102	Partial Roof Mechanical Demolition Plan
M101	Floor Plan Mechanical Plan
M102	Partial Roof Mechanical Plan
M103	Natural Gas Piping Plans & Diagram
M201	Mechanical Details and Schedules

## **ELECTRICAL**

E12-01	Lighting, Power & Special Systems First Floor Plan
E12-02	Lighting, Power & Special Systems Lower Level, 2 <sup>nd</sup> Floors
E20-03	Existing Single Line Diagram
E20-04	New Single Line Diagram
E30-05	Schedules and Details

End of Exhibit B