



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 Twenty-second day of April 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)

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 Elementary School - Renovations and Addition
121 South School Lane
Smyrna, DE 19977

Project involves demolition and renovations to portions of the existing building and a building expansion to enlarge the existing kitchen. Site improvements including revising three existing staff parking areas into one larger lot, to allow student drop-off and access to the kitchen loading dock. The new parking area and building addition will require a new SWM area and relocation of playground equipment. The existing kitchen will be demolished and a larger kitchen and loading dock will be incorporated in the new design. Building renovations include ADA improvements throughout the building including modifications to toilet rooms, new doors and door hardware. New lockers will be located in classrooms and new ceiling systems will be installed. MEP work includes demolition of existing domestic water piping and abandoned piping within crawl space, new domestic piping within the existing crawl space, new branch plumbing and fixtures in all toilet rooms, new boiler system, and addition of a sprinkler system. New energy efficient lighting will replace existing throughout and the fire alarm system will be upgraded.

The Architect:

(Name, legal status, address and other information)

Fearn-Clendaniel Architects, Inc.
6 Larch Avenue
Suite 398

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 00:32:19 on 04/21/2015 under Order No.0404830329_1 which expires on 11/14/2015, and is not for resale.

User Notes:

(1479879472)

Wilmington, DE 19804
Telephone Number: 302-998-7615
Fax Number: 302-998-7685

The Owner and Contractor agree as follows.

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 00:32:19 on 04/21/2015 under Order No.0404830329_1 which expires on 11/14/2015, and is not for resale.
User Notes:

(1479879472)

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 Work as follows:


- A. Site Improvements and Kitchen Work must be substantially completed by October 16, 2015.
- B. Remaining work beyond Site Improvements and Kitchen expansion shall be completed with the following conditions.
 - 1) Contractors shall complete all remaining work during the summer session ending August 14, 2015 including all toilet room renovations and corridor related work.
 - 2) Once school is in session, the school will provided a maximum of four (4) classrooms as swing space to allow contractors to complete remaining classroom work from August 14, 2015 through February 12, 2016.

(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 Five Million Four Hundred Twenty-eight Thousand Two Hundred Dollars and Zero Cents (\$ 5,428,200.00), subject to additions and deductions as provided in the Contract Documents. This sum is based on the Base Bid amount of Four Million Eight Hundred Twenty Five Thousand ~~Two Hundred Dollars~~ and Zero Cents plus add Alternate A-1 for an amount of Five Hundred Seven Thousand Dollars and Zero Cents plus add Alternate A-2 for an amount of Seventeen Thousand Dollars and Zero Cents plus add Alternate A-3 for an amount of Five Thousand Three Hundred Dollars and Zero Cents plus add Alternate A-4 for an amount of Seventy Three Thousand Nine Hundred Dollars and Zero Cents. VAV 

§ 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 Parking and Drive Expansion (add Five Hundred Seven Thousand Dollars and Zero Cents)

Alternate A-2: Integrate all HVAC equipment into the new BAS system: (add Seventeen Thousand Dollars and Zero Cents)

Alternate A-3: Extend piping mains into Building Area 'D'(add Five Thousand Three Hundred Dollars and Zero Cents)

Alternate A-4: Main Office Suite Renovations (add Seventy Three Thousand Nine 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.)	\$40.00	\$25.00

Int.

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 00:32:19 on 04/21/2015 under Order No.0404830329_1 which expires on 11/14/2015, and is not for resale.
User Notes:

(1479879472)

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.)	\$40.00	\$25.00
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.)	\$32.00	\$20.00
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.)	\$28.00	\$17.00
Unit Price No. 5 – Silt Fence:	1. Description: Additional quantity of silt fence material and installation. 2. Unit of Measurement: Linear Foot (l.f.)	\$6.00	\$3.00
Unit Price No. 6 – Geogrid Reinforcement:	1. Description: Placement of Tensar BX1100 geogrid reinforcement material and installation per section 2.03 of the Earthwork specification.. 2. Unit of Measurement: Square Yard (s.y.)	\$5.00	\$2.00

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

Item	Price
Allowance No. 1: Landscaping for aesthetic and bio-retention areas.	Twenty Thousand Dollars and Zero Cents (\$20,000.00)
Allowance No. 2: Interior signage.	Fifteen Thousand Dollars and Zero Cents (\$15,000.00)

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:

§ 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

Int.

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 00:32:19 on 04/21/2015 under Order No.0404630329_1 which expires on 11/14/2015, and is not for resale.
User Notes:

(1479879472)

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 (5.00 %). 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.

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:

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 00:32:19 on 04/21/2015 under Order No.0404830329_1 which expires on 11/14/2015, and is not for resale.
User Notes:

(1479879472)

(Name, address and other information)

Mr. Victor Ventresca
2300 N. DuPont Highway
New Castle, DE 19720
Telephone Number: 302-658-6436
Fax Number: 302-658-2360
Email Address: ~~ventresca@ventrescabros.com~~

VICTOR@ventrescabros.com

✓AY MBF

§ 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 March 11, 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 March 11, 2015- See Exhibit 'A'

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	March 17, 2015	1
2	March 23, 2015	6
3	March 27, 2015	8
4	April 2, 2015	7
5	April 7, 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:

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1983, 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 00:32:19 on 04/21/2015 under Order No.0404630329_1 which expires on 11/14/2015, and is not for resale.
User Notes:

(1479879472)

- .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 4/28/15 Original on File

OWNER (Signature)

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

CONTRACTOR (Signature)

Mr. 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 00:32:19 on 04/21/2015.

PAGE 1

AGREEMENT made as of the Twenty-second day of April 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

...

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

...

Smyrna Elementary School - Renovations and Addition
121 South School Lane
Smyrna, DE 19977

Project involves demolition and renovations to portions of the existing building and a building expansion to enlarge the existing kitchen. Site improvements including revising three existing staff parking areas into one larger lot, to allow student drop-off and access to the kitchen loading dock. The new parking area and building addition will require a new SWM area and relocation of playground equipment. The existing kitchen will be demolished and a larger kitchen and loading dock will be incorporated in the new design. Building renovations include ADA improvements throughout the building including modifications to toilet rooms, new doors and door hardware. New lockers will be located in classrooms and new ceiling systems will be installed. MEP work includes demolition of existing domestic water piping and abandoned piping within crawl space, new domestic piping within the existing crawl space, new branch plumbing and fixtures in all toilet rooms, new boiler system, and addition of a sprinkler system. New energy efficient lighting will replace existing throughout and the fire alarm system will be upgraded.

...

(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 3

n/a

PAGE 4

The Contractor shall achieve Substantial Completion of the entire Work as follows:

- A. Site Improvements and Kitchen Work must be substantially completed by October 16, 2015.
- B. Remaining work beyond Site Improvements and Kitchen expansion shall be completed with the following conditions.
- 1) Contractors shall complete all remaining work during the summer session ending August 14, 2015 including all toilet room renovations and corridor related work.
 - 2) Once school is in session, the school will provided a maximum of four (4) classrooms as swing space to allow contractors to complete remaining classroom work from August 14, 2015 through February 12, 2016.

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 Five Million Four Hundred Twenty-eight Thousand Two Hundred Dollars and Zero Cents (\$ 5,428,200.00), subject to additions and deductions as provided in the Contract Documents. This sum is based on the Base Bid amount of Four Million Eight Hundred Twenty Five Thousand ~~Two Hundred Dollars and~~ Zero Cents plus add Alternate A-1 for an amount of Five Hundred Seven Thousand Dollars and Zero Cents plus add Alternate A-2 for an amount of Seventeen Thousand Dollars and Zero Cents plus add Alternate A-3 for an amount of Five Thousand Three Hundred Dollars and Zero Cents plus add Alternate A-4 for an amount of Seventy Three Thousand Nine Hundred Dollars and Zero Cents.

...

Alternate A-1: Add Parking and Drive Expansion (add Five Hundred Seven Thousand Dollars and Zero Cents)

Alternate A-2: Integrate all HVAC equipment into the new BAS system: (add Seventeen Thousand Dollars and Zero Cents)

Alternate A-3: Extend piping mains into Building Area 'D'(add Five Thousand Three Hundred Dollars and Zero Cents)

Alternate A-4: Main Office Suite Renovations (add Seventy Three Thousand Nine Hundred Dollars and Zero Cents)

...

Item

Units and Limitations

Price Per Unit (\$0.00)

<u>Item</u>	<u>Units and Limitations</u>	<u>Price Per Add</u>	<u>Unit (\$ 0.00) Deduct</u>
<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>\$40.00</u>	<u>\$25.00</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>\$40.00</u>	<u>\$25.00</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>\$32.00</u>	<u>\$20.00</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>\$28.00</u>	<u>\$17.00</u>
<u>Unit Price No. 5 – Silt Fence:</u>	<u>1. Description: Additional quantity of silt fence material and installation.</u> <u>2. Unit of Measurement: Linear Foot (l.f.)</u>	<u>\$6.00</u>	<u>\$3.00</u>
<u>Unit Price No. 6 – Geogrid Reinforcement:</u>	<u>1. Description: Placement of Tensar BX1100 geogrid reinforcement material and installation per section 2.03 of the Earthwork specification..</u> <u>2. Unit of Measurement: Square Yard (s.y.)</u>	<u>\$5.00</u>	<u>\$2.00</u>

PAGE 5

Allowance No. 1: Landscaping for aesthetic and bio-retention areas.

Twenty Thousand Dollars and Zero Cents (\$20,000.00)

Allowance No. 2: Interior signage.

Fifteen Thousand Dollars and Zero Cents (\$15,000.00)

...

§ 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 6

- .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 7

☒ 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

PAGE 8

Mr. Victor Ventresca

2300 N. DuPont Highway

New Castle, DE 19720

Telephone Number: 302-658-6436

Fax Number: 302-658-2360

Email Address: vventresca@ventrescabrosinc.com

...

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 March 11, 2015– See Exhibit 'A'

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

...

Are those listed in the Project manual dated March 11, 2015– See Exhibit 'A'

Number	Title	Date
...		
<u>1</u>	<u>March 17, 2015</u>	<u>1</u>
<u>2</u>	<u>March 23, 2015</u>	<u>6</u>
<u>3</u>	<u>March 27, 2015</u>	<u>8</u>
<u>4</u>	<u>April 2, 2015</u>	<u>7</u>
<u>5</u>	<u>April 7, 2015</u>	<u>3</u>

PAGE 9

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'

...

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

Mr. Victor Ventresca, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kenneth B. Fearml, 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 00:32:19 on 04/21/2015 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
Smyrna Elementary School Renovations and Addition
Bid No. SSD-15-001- SES Renovations

TECHNICAL SPECIFICATIONS

VOLUME I

<u>SECTION</u>	<u>TITLE</u>
011000	Summary
012100	Allowances
012200	Unit Prices
012300	Alternates
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
061600	Sheathing
064023	Interior Architectural Woodwork
071110	Under Slab Vapor Retarder
071113	Bituminous Dampproofing
072100	Thermal Insulation
075323	EPDM Roofing
076200	Sheet Metal Flashing and Trim
077100	Roof Specialties
077200	Roof Accessories
078413	Penetration Firestopping
078446	Fire-Resistive Joint Systems
079200	Joint Sealants
081113	Hollow Metal Doors and Frames
081416	Flush Wood Doors
083113	Access Doors and Frames
083323	Overhead Coiling Doors
084113	Aluminum Framed Entrances and Storefronts
085113	Aluminum Windows
087100	Door Hardware
088000	Glazing
089000	Louvers and Vents
092116.23	Gypsum Board Shaft Wall Assemblies
092216	Non-Structural Metal Framing
092900	Gypsum Board
093000	Tiling
095113	Acoustical Panel Ceilings
096513	Resilient Base and Accessories
096519	Resilient Tile Flooring
099113	Exterior Painting
099123	Interior Painting
101400	Interior Signage
102113	Toilet Compartments
102800	Toilet and Bath Accessories
104413	Fire Extinguisher Cabinets
104416	Fire Extinguishers
105113	Metal Lockers
111300	Loading Dock Equipment
114000	Food Service Equipment
123550	Institutional Casework
144200	Wheelchair Lifts

VOLUME III

<u>SECTION</u>	<u>TITLE</u>
210500	Common Work Results for Fire Suppression
210513	Common Motor Requirements for Fire Suppression Equipment
210548	Vibration Controls For Fire Suppression Piping and Equipment
211100	Facility Fire-Suppression Water-Service Piping
211200	Fire Suppression Standpipes
211313	Wet-Pipe Sprinkler Systems
213113	Electric-Drive, Centrifugal Fire Pumps
213400	Pressure Maintenance Pumps
213900	Controllers for Fire-Pump Drivers
220500	Common Work Results for Plumbing
220513	Common Motor Requirements for Plumbing Equipment
220516	Expansion Fittings and Loops for Plumbing Piping
220519	Meters and Gages for Plumbing Piping
220523	General-Duty Valves for Plumbing Piping
220529	Hangers and Supports for Plumbing Piping and Equipment
220553	Identification for Plumbing Piping and Equipment
220700	Plumbing Insulation
221113	Facility Water Distribution Piping
221116	Domestic Water Piping
221119	Domestic Water Piping Specialties
221313	Facility Sanitary Sewers
221316	Sanitary Water and Vent Piping
221319	Sanitary Waste Piping Specialties
221323	Sanitary Waste Interceptors
221413	Facility Storm Drainage Piping Specialties
221423	Storm Drainage Piping Specialties
223400	Fuel-Fired Domestic Water Heaters
224000	Plumbing Fixtures
224700	Drinking Fountains and Water Coolers
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
230523	General-Duty Valves 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
230900	Instrumentation and Control for HVAC
230950	Building Automation System (BAS) General
230951	BAS Basic Materials, Interface Devices, and Sensors
230952	BAS Operator Interfaces
230953	BAS Field Panels
230955	BAS Software and Programming
230958	Sequence of Operation
230959	BAS System Commissioning
231123	Facility Natural Gas Piping

231114	Hydronic Piping
232123	Hydronic Pumps
232300	Refrigerant Piping
232500	HVAC Water Treatment, Filtration & Cleaning of Piping System
233113	Metal Ducts
233116	Nonmetal Ducts
233300	Air Duct Accessories
233423	HVAC Power Ventilators
233600	Air Terminal Units
233713	Diffusers, Registers, and Grilles
235100	Breechings, Chimneys, and Stacks
235239	Fire-Tube Boilers
235339	Finned Tube
237433	Packaged Outdoor, Heating and Cooling Makeup Air-Conditioners

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
262416	Panelboards & Safety Switches
262726	Wiring Devices
262816	Enclosed Switches and Circuit Breakers
265116	Interior Lighting
265619	LED Exterior Lighting
270526	Grounding & Bonding for Communication Systems
275124	Rescue Assistance Signal System
280500	Security & Telecommunications Raceway
283100	Addressable Fire-Alarm System
311000	Site Clearing
312000	Earth Moving
321216	Hot-Mix Asphalt Paving
321313	Portland Cement Concrete Paving
322210	Erosion and Sediment Control
322510	Water Distribution
329200	Turf and Grasses
334100	Storm Drainage & Sanitary Sewerage
End of Exhibit A	

Exhibit B

Smyrna School District
Smyrna Elementary School Renovations and Addition
Bid No. SSD-15-001- SES Renovations

LIST OF DRAWINGS:

SHEET NO. **DRAWING TITLE**

COVER

T10-01 Title Sheet

CIVIL ENGINEERING

C-01	Cover Sheet
C-02	Site Demolition Pre-Bulk Erosion And Sediment Control Plan
C-02 (ALT)	Site Demolition Pre-Bulk Erosion And Sediment Control Plan
C-03	Construction Site Stormwater Management Plan (ESC)
C-03 (ALT)	Construction Site Stormwater Management Plan (ESC)
C-04	Post-Construction Site Stormwater Management Plan
C-04 (ALT)	Post-Construction Site Stormwater Management Plan
C-05	Construction Site Stormwater Management Details And Notes
C-06	Construction Site Stormwater Management Details And Notes
C-07	Site Construction Details
C-08	Site Construction Details
C-09	Site Construction Details
C-10	Stormwater Management Details
C-10 (ALT)	Stormwater Management Details

ARCHITECTURAL

A00-00	Overall Floor Plan
ACODE-01	Code Plan – Areas A & D
ACODE-02	Code Plan – Areas B & C
A10-01	Demo Plan – Areas A & D
A10-02	Demo Plan – Areas B & C
A11-01	Floor Plan – Areas A & D
A11-02	Floor Plan – Areas B & C
A11-03	Partial Floor & Roof Plans
A12-01	Partition Types
A20-01	Exterior Elevations
A21-01	Building Sections
A30-01	Wall Sections
A30-02	Wall Sections
A31-01	Plan Details
A32-01	Section Details
A34-01	Roof Details
A40-01	Door Schedule

A42-01	Door Details
A50-01	Toilet Plans & Details
A50-02	Toilet Plans & Details
* A51-01	Stair Plans & Details
* A60-01	Casework Details
A70-01	Reflected Ceiling Plan – Areas A & D
A70-02	Reflected Ceiling Plan – Areas B & C
A80-01	Finish Plan – Areas A & D
A80-02	Finish Plan – Areas B & C
ALT-4	Alternate 4 – Admin Suite

* A51-02 Stair Plans + Details VAY
2/26/16

STRUCTURAL

S10-01	Structural Notes
S10-02	Special Inspection Notes
S11-01A	Foundation Plan – Area A
S11-01B	Foundation Plan – Area B
S11-02A	Foundation Plan
S12-01A	Roof Framing Plan – Area A
S12-01B	Roof Framing Plan – Area B
S12-02A	Roof & High Roof Framing Plan
S31-01	Typical Sections & Details
S31-02	Typical Sections & Details
S31-03	Typical Sections & Details

MECHANICAL/HVAC

MP001	Mechanical & Plumbing Notes & Legends
MD101	Crawl Space Demolition Plan
MD102	Floor Plan (Section A) - Mechanical Demolition
MD103	Floor Plan (Section B) - Mechanical Demolition
MP101	Boiler Room Demolition & New Construction Plan
M102	Floor Plan (Section A) - Hvac Plans
M103	Floor Plan (Section B) - Hvac Plans
M104	Kitchen & Toilet Room - Hvac Plan
M105	Partial Roof - Hvac Plan
M201	Mechanical Schedules
M301	Mechanical Details
M302	Mechanical Details
M401	Floor Plan (Section A & D) - Existing Hvac Equipment Plan
M402	Floor Plan (Sections B + C) - Existing Hvac Equipment Plan
M403	Control Diagrams & Sequence - New Equipment
M404	Control Diagrams & Sequence - New Equipment
M405	Control Diagrams & Sequence - Existing Equipment
M406	Control Diagrams & Sequence - Existing Equipment
M407	Control Diagrams & Sequence - Existing Equipment

PLUMBING

PD101	Floor Plan (Section A) – Plumbing Demolition
PD102	Floor Plan (Section B) - Plumbing Demolition
P102	Crawl Space (Section A) - Domestic Water Plan
P103	Crawl Space (Sections B + C) - Domestic Water Plan
P104	Floor Plan (Sections A + D) - Domestic Water Plan
P105	Floor Plan (Sections B + C) - Domestic Water Plan
P106	Kitchen - Domestic Water Run
P107	Floor Plan (Section A) - Sanitary Plan
P108	Floor Plan (Sections B + C) - Sanitary Plan
P109	Kitchen - Sanitary Piping Plan
P110	Partial Plan - Domestic Water
P111	Sanitary Piping - Partial Plans
P112	Natural Gas Piping Plans - Kitchen & Boiler Room
P113	Natural Gas - Piping Plan
P114	Kitchen Roof Plan - Rain Water Conductor
P201	Plumbing Schedules And Domestic Hot Water Diagram
P202	Uponor - Notes, Tables, & Details
P301	Plumbing Details
P302	Kitchen Riser Diagram & Natural Gas Riser Diagram
P303	Domestic Water - Riser Diagram
P304	Domestic Water - Riser Diagram

FIRE PROTECTION

FP101	Floor Plan (Section A) – Fire Protection
FP102	Floor Plan (Section B) – Fire Protection

ELECTRICAL

E00-01	Cover Sheet
E00-02	Site Plan
E00-03	Site Plan – Parking Lot Expansion Alternate A-1
E10-01	First Floor Plan Low – Lighting and Power & Special Systems – Removal Work
E10-02	First Floor Plan High – Lighting and Power & Special Systems – Removal Work
E11-01	First Floor Plan Low – Lighting – New Work
E11-02	First Floor Plan High – Lighting – New Work
E12-01	First Floor Plan Low – Power & Special Systems – New Work
E12-02	First Floor Plan High – Power & Special Systems – New Work
E12-03	First Floor Plan Kitchen – Power & Special Systems – New Work
E12-04	Roof & Boiler Room Plans – Power & Special Systems – New Work
E20-01	Lighting Fixture Schedule
E20-02	Panel Schedules
E30-01	Single Line Diagram
E40-01	Details

FOOD SERVICE

FS-1	Foodservice Plan and Schedule
FS-1.1	Electrical Plan and Schedule
FS-1.2	Plumbing Plan and Schedule
FS-1.3	Mechanical Plan and Schedule
FS-1.4	UDS Details
FS-1.5	Hood Details
FS-1.6	Refrigeration Details
FS-1.7	Galley Layout

End of Exhibit B

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 00:32:19 on 04/21/2015 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)