



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Eighth day of June in the year Two Thousand Sixteen  
(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)

Richard Y. Johnson & Sons  
P.O. Box 105  
Lincoln, De 19960  
Telephone Number: 302-422-3732  
Fax Number: 302-422-4696

for the following Project:

(Name, location and detailed description)

Clayton Elementary School - Renovations  
510 West Main Street  
Clayton, DE 19938

Project involves renovations to the existing 55,105 s.f. school. Renovations include removal of the existing suspended ceilings, installation of a new fire suppression system, and new suspended ceiling system throughout most of the building. Existing lighting and ceiling devices will be salvaged and re-installed within the new ceiling system. Site improvements include providing new water main piping for the new sprinkler system. Exterior improvements include selective removal of aluminum gutter, wood cornice and related blocking and replacement with new blocking, aluminum cornice and gutter. Additional interior renovations include selective door hardware replacement, removal and replacement of existing pvc tile flooring and un-derlayment with new pvc flooring and compatible underlayment for the original 1930's portion of the school (approximately 13,200 s.f.). MEP renovations include electrical panelboard and circuit improvements, re-placement of two roof mechanical units located over the gym/cafeteria with new RTU units and sound attenuation curbs and related structural reinforcement of the supporting bar joists. MEP improvements also include demolition of two air handing units and related ductwork, and installation of a new VRF system, condensing unit and radiant heating for the administration area.

The Architect:

(Name, legal status, address and other information)

Fearn-Clendaniel Architects, Inc.  
6 Larch Avenue

### **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<sup>™</sup>–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.

Suite 398  
Wilmington, DE 19804  
Telephone Number: 302-998-7615  
Fax Number: 302-998-7685

The Owner and Contractor agree as follows.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
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### 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 as follows:

A. All Work must be substantially complete by August 16, 2016 with the following exceptions noted below:

1. Work within classrooms 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 104, and 105 must be substantially complete by September 20, 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 One Million Nine Hundred Twenty-five Thousand Five Hundred Dollars and Zero Cents (\$ 1,925,500.00 ), subject to additions and deductions as provided in the Contract Documents.

This sum is based on the Base Bid amount of One Million Seven Hundred Sixty-eight Thousand Five Hundred Dollars and Zero Cents plus add Alternate A-1 for an amount of One Hundred Thirty-two Thousand Five Hundred Dollars and Zero Cents plus add Alternate A-2 for an amount of Sixteen Thousand Eight Hundred Fifty Dollars and Zero Cents plus add Alternate A-3 for an amount of Seven Thousand Six Hundred Fifty 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: Cornice Trim and Gutter Replacement (add One Hundred Thirty-two Thousand Five Hundred Dollars and Zero Cents )

Alternate A-2: Repair Existing Wood Cupola (add Sixteen Thousand Eight Hundred Fifty Dollars and Zero Cents).

Alternate A-3: Replacement of Door Hardware: (add Seven Thousand Six Hundred Fifty 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.)	\$33.00	\$22.00
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.)	\$33.00	\$22.00
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.)	\$22.00	\$13.20
Unit Price No. 4 – Cut:	1. Description: Removal from site of more than	\$22.00	\$13.20

Init.



500 cubic yards according to Division 312000  
Section "Earth Moving."  
2. Unit of Measurement: Cubic Yard (c.y.)

Unit Price No. 5 – Silt Fence:	1. Description: Additional quantity of silt fence material and installation.	\$5.50	\$2.20
	2. Unit of Measurement: Linear Foot (l.f.)		
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..	\$6.60	\$3.30
	2. Unit of Measurement: Square Yard (s.y.)		

§ 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: Removal and replacement of existing Romex electrical wiring.	Ten Thousand Dollars and Zero Cents (\$10,000.00)

## 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 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;

Init.

- .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)*

Mr. Richard L. Bailey

P.O. Box 105

Lincoln, De 19960

Telephone Number: 302-422-3732

Fax Number: 302-422-4696

Email Address: rlbailey\_ryjohnson@ryjson.com

§ 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 April 19, 2016.

§ 9.1.4 The Specifications:

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

Are those contained in the Project manual dated April 19, 2016 – 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 contained in the Project manual dated April 19, 2016 – See Exhibit 'B'

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	April 28, 2016	2
2	May 4, 2016	2
3	May 10, 2016	4
4	May 13, 2016	2
5	May 13, 2016	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

Init.



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

Original On File

\_\_\_\_\_  
**OWNER** *(Signature)*

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

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Mr. Richard L. Bailey, 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 10:09:52 on 05/27/2016.

### **PAGE 1**

**AGREEMENT** made as of the Eighth day of June in the year Two Thousand Sixteen

...

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

...

Richard Y. Johnson & Sons  
P.O. Box 105  
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Clayton Elementary School - Renovations  
510 West Main Street  
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Project involves renovations to the existing 55,105 s.f. school. Renovations include removal of the existing suspended ceilings, installation of a new fire suppression system, and new suspended ceiling system throughout most of the building. Existing lighting and ceiling devices will be salvaged and re-installed within the new ceiling system. Site improvements include providing new water main piping for the new sprinkler system. Exterior improvements include selective removal of aluminum gutter, wood cornice and related blocking and replacement with new blocking, aluminum cornice and gutter. Additional interior renovations include selective door hardware replacement, removal and replacement of existing pvc tile flooring and un-derlayment with new pvc flooring and compatible underlayment for the original 1930's portion of the school (approximately 13,200 s.f.). MEP renovations include electrical panelboard and circuit improvements, re-placement of two roof mechanical units located over the gym/cafeteria with new RTU units and sound attenuation curbs and related structural reinforcement of the supporting bar joists. MEP improvements also include demolition of two air handing units and related ductwork, and installation of a new VRF system, condensing unit and radiant heating for the administration area.

...

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. All Work must be substantially complete by August 16, 2016 with the following exceptions noted below:

1. Work within classrooms 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 104, and 105 must be substantially complete by September 20, 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 One Million Nine Hundred Twenty-five Thousand Five Hundred Dollars and Zero Cents (\$ 1,925,500.00 ), subject to additions and deductions as provided in the Contract Documents.

This sum is based on the Base Bid amount of One Million Seven Hundred Sixty-eight Thousand Five Hundred Dollars and Zero Cents plus add Alternate A-1 for an amount of One Hundred Thirty-two Thousand Five Hundred Dollars and Zero Cents plus add Alternate A-2 for an amount of Sixteen Thousand Eight Hundred Fifty Dollars and Zero Cents plus add Alternate A-3 for an amount of Seven Thousand Six Hundred Fifty Dollars and Zero Cents.

...

Alternate A-1: Cornice Trim and Gutter Replacement (add One Hundred Thirty-two Thousand Five Hundred Dollars and Zero Cents )

Alternate A-2: Repair Existing Wood Cupola (add Sixteen Thousand Eight Hundred Fifty Dollars and Zero Cents).

Alternate A-3: Replacement of Door Hardware: (add Seven Thousand Six Hundred Fifty Dollars and Zero Cents).

...

Item	Units and Limitations	Price Per Unit (\$0.00)	
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.)	\$33.00	\$22.00
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.)	\$33.00	\$22.00
Unit Price No. 3 – Cut:	1. Description: Removal from site of less than	\$22.00	\$13.20

500 cubic yards according to Division 312000  
Section "Earthwork."

2. Unit of Measurement: Cubic Yard (c.y.)

<u>Unit Price No. 4 – Cut:</u>	<u>1. Description: Removal from site of more than</u>	<u>\$22.00</u>	<u>\$13.20</u>
	<u>500 cubic yards according to Division 312000</u>		
	<u>Section "Earth Moving."</u>		

2. Unit of Measurement: Cubic Yard (c.y.)

<u>Unit Price No. 5 – Silt</u>	<u>1. Description: Additional quantity of silt fence</u>	<u>\$5.50</u>	<u>\$2.20</u>
<u>Fence:</u>	<u>material and installation.</u>		

2. Unit of Measurement: Linear Foot (l.f.)

<u>Unit Price No. 6 –</u>	<u>1. Description: Placement of Tensar BX1100</u>	<u>\$6.60</u>	<u>\$3.30</u>
<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.)

## PAGE 5

Allowance No. 1: Removal and  
replacement of existing Romex electrical  
wiring.

Ten Thousand Dollars and Zero Cents (\$10,000.00)

...

§ 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.

...

- .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 6

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

## PAGE 7

[ 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

...

Mr. Richard L. Bailey

P.O. Box 105

Lincoln, De 19960

Telephone Number: 302-422-3732

Fax Number: 302-422-4696

...

Email Address: rlbailey\_ryjohnson@ryjson.com

#### **PAGE 8**

Per Title 29

...

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
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Are those contained in the Project manual dated April 19, 2016.

...

Are those contained in the Project manual dated April 19, 2016 – See Exhibit 'A'

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
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...

Are those contained in the Project manual dated April 19, 2016 – See Exhibit 'B'

<b>Number</b>	<b>Title</b>	<b>Date</b>
---------------	--------------	-------------

...

<u>1</u>	<u>April 28, 2016</u>	<u>2</u>
<u>2</u>	<u>May 4, 2016</u>	<u>2</u>
<u>3</u>	<u>May 10, 2016</u>	<u>4</u>

4  
5

May 13, 2016  
May 13, 2016

2  
1

...

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 9

**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. Richard L. Bailey, President

## 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 10:09:52 on 05/27/2016 under Order No. 2632791719\_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  
**Clayton Elementary School Renovations**  
Bid No. SSD-16-001- CES Renovations

## **TECHNICAL SPECIFICATIONS**

### **VOLUME I**

<u>SECTION</u>	<u>TITLE</u>
011000	Summary
012100	Allowances
<b>012200</b>	<b>Unit Prices (Addendum 1)</b>
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
051200	Structural Steel Framing
052100	Steel Joist Framing
053100	Steel Decking
055000	Metal Fabrications
061053	Miscellaneous Rough Carpentry



061600	Sheathing
064023	Interior Architectural Woodwork
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
<b>081113</b>	<b>Hollow Metal Doors and Frames (Addendum 3)</b>
083113	Access Doors and Frames
<b>084113</b>	<b>Aluminum Framed Entrances &amp; Storefronts (Addendum 3)</b>
087100	Door Hardware
<del>092116.23</del>	<del>Gypsum Board Shaft Wall Assemblies (Addendum 3)</del>
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>
210500	Common Work Results for Fire Suppression
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
211316	Dry-Pipe Sprinkler Systems
213113	Electric-Drive, Centrifugal Fire Pumps
213400	Pressure-Maintenance Pumps
213900	Controllers for Fire-Pump Drivers
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
230700	HVAC Insulation
230950	Building Automation System (BAS) General

230951	BAS Basic Materials, Interface Devices, and Sensors
231114	Hydronic Piping
232114	Hydronic Specialties
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
237433	Packaged Outdoor, Heating and Cooling Makeup Air-Conditioners
237434	RTU Equipment – Noise Control
238129	Variable Refrigerant Volume (VRV) HVAC System

#### **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
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
262726	Wiring Devices
262816	Enclosed Switches and Circuit Breakers
265116	Interior Lighting
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 and Sanitary Sewerage

End of Exhibit A

## **Exhibit B**

### **Smyrna School District Clayton Elementary School Renovations**

Bid No. SSD-16-001- CES Renovations

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

<u>SHEET NO.</u>	<u>DRAWING TITLE</u>
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#### **COVER**

T10-01	Title Sheet
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#### **CIVIL**

1 OF 1	Site Construction Plan
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#### **ARCHITECTURAL**

A00-00	Overall Plan
A10-01	Partial First Floor Demo Plan – Areas A & C
A10-02	Partial First Floor Plan – Areas A & C
A10-03	Partial First Floor Plan – Area B
A11-01	Overall Roof Plan & Alternates A-1 & A-2
A21-01	Building & Wall Sections
A32-01	Section Details
A34-01	Roof Details
A40-01	Door Schedule
A70-01	Overall Reflected Ceiling Plan
A71-01	Partial Reflected Ceiling Plan – Areas A & C
A71-02	Partial Reflected Ceiling Plan – Area B
A80-01	Partial Finish Plans – Area A & C

#### **STRUCTURAL**

S10-01	Structural Notes
S11-01	Partial Roof Framing Plan – Area A & C
S11-02	Partial Roof Framing Plan – Area B
S31-01	Typical Sections & Details

#### **MECHANICAL/HVAC**

MD101	Partial First Floor Plan (Section B) Demolition
MD102	Partial First Floor Plan (Section D) Demolition
M001	Mechanical Notes & Legends
M101	Partial First Floor Plans (Section B) HVAC and Piping New Work
M102	Partial Plans Section D & Roof New Work

M201	Schedules
M301	Details and Diagrams
M401	Automatic Temperature Controls Diagrams

### **FIRE PROTECTION**

FP101	Floor Plan (Section A) – Fire Protection
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### **ELECTRICAL**

E00-01:	Cover Sheet
E10-01:	First Floor Plan – Area A&C – Lighting, Power & Special Systems – Removal Work
E10-02:	First Floor Plan – Area B – Lighting, Power & Special Systems – Removal Work
E11-01:	First Floor Plan – Area A&C – Lighting & Projectors – New Work
E11-02:	First Floor Plan – Area B – Lighting & Projectors – New Work
E12-01:	First Floor Plan – Area A&C – Power & Special Systems – New Work
E12-02:	First Floor Plan – Area B – Power & Special Systems – New Work
E20-01:	Schedules
E20-02:	Schedules
E30-01:	Single Line Diagram, Schedules & Details

End of Exhibit B