

DRAFT AIA® Document A101® - 2017

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

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« Colts Neck Township »« »
« 124 Cedar Drive »
« Colts Neck, NJ 07722 »
« »

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

« »« »
« »
« »
« »

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

«CNPD»
«Colts Neck, NJ»
«New Municipal Building, Colts Neck, NJ»

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

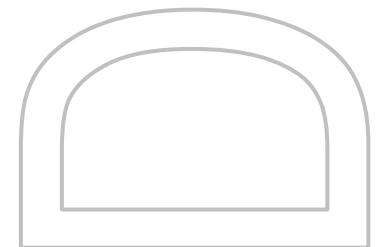
«The Goldstein Partnership »« »
« 515 Valley Street, Suite 110 »
« Maplewood, NJ 07040 »
« »

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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, 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.



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EXHIBIT A 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, the successful Bidder's Bid, 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:
(Check one of the following boxes.)

[] A date set forth in a notice to proceed issued by the Owner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| | |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
| | |

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

| Item | Price |
|------|-------|
| | |

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| | | |

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« As described in par. G5-G.14 of the General Conditions. »

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 monthly 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.

5.1.3 Payments shall be made as described in par. G5-G.13 of the General Conditions.

§ 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 of values 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 In accordance with the General Conditions, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work; and
- .2 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.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« Two Percent (2%) »

§ 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, 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.

§ 5.3 Interest

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.)

« Prime Rate plus 1% »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to N.J.S.A. 40:11-50, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[] Litigation in a court of competent jurisdiction

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in pars. G5-D.5 and G5-D.7, respectively, of the General Conditions.

§ 7.2 The Work may be suspended by the Owner as provided in par. G5-G.15 of the General Conditions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

« Joseph Griffin »
« Griffin Engineering »
« P.O. Box 316 »
« Sea Girt, NJ 08750 »
« joe.griffin@griffinengring.com »
« (732) 359-8232 »

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

« To be designated by the Contractor no later than the date of Contract Award. »
« »
« »
« »
« »
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in par. G5-I.3 of the General Conditions.

§ 8.5.2 The Contractor shall provide bonds as set forth in par. G5-G.1 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 General Conditions
- .3 Bid of successful bidder
- .4 **General Documents, including Instructions to Bidders, Forms, and Certifications.**

« »

- .5 Drawings

| Number | Title | Date |
|---------------------------------|-------|------|
| As listed in the Project Index. | | |

.6 Specifications

| Section | Title | Date | Pages |
|---------------------------------|-------|------|-------|
| As listed in the Project Index. | | | |

.7 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
| | | |

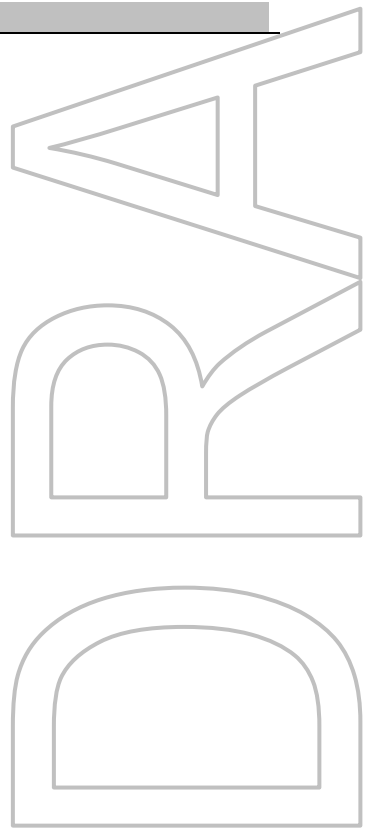
This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*
 << >>< >>

(Printed name and title)

CONTRACTOR *(Signature)*
 << >>< >>

(Printed name and title)



CONTRACT BOND
PERFORMANCE, PAYMENT, COMPLETION, AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as principal, and _____
a Corporation organized and existing under the laws of the State of _____
and duly authorized to do business in the State of New Jersey, as Surety, are held and firmly bound unto **Colts Neck Township, NJ**, a body politic, in the penal sum of \$_____ for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this _____ day of _____, 2021.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above named Principal did on the _____ day of _____, 2021, enter into a Contract with **Colts Neck Township** for **New Municipal Building, Colts Neck Township, NJ**, all in accordance with the Drawings, Specifications, Addenda, and other Contract Documents prepared by The Goldstein Partnership, Architects, dated: 01/01/20, and as dated therein (Addenda), which said Contract and Contract Documents are by reference made a part hereof as fully as though set forth herein;

NOW, if the said _____ shall and will faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said Contract, or any Changes or modifications herein made, as therein provided, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed, or materials, provisions, provender or other supplies, or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialmen, laborer, person, firm or corporation having a just claim, as well as for the obligee herein, and complete all requirements of the Contract guarantees; then this obligation shall be void; otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to terms of said Contract or in or to the plans or specifications; therefor, shall in anywise affect the obligations of said Surety on its bond.

Section CB
Contract Bond

The said Surety hereby stipulates that no payments to the Contractor, nor partial or entire use or occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract, above referred to, and the Surety agrees to be equally bound to the same extent as the Contractor.

The said Surety further stipulates and agrees that it shall be obligated to make periodic inquiries of the Owner at reasonable times to determine whether the Principal herein has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments schedule under contract above referred to with the Owner.

The said Surety further stipulates and agrees that in the event the Principal of Contractor named herein defaults or fails to perform or finish the work as prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety herein for such defaulting Contractor to complete the Contract in accordance with its terms following receipt of notice from the Owner of such default.

The said Surety further stipulates and agrees that the Maintenance aspect of the Contract Bond shall remain in full force and effect for two (2) full calendar years after the date of the Owner's Final Acceptance of the Completed Project.

IN WITNESS WHEREOF, said Principal and Surety duly execute this Bond under seal the day and year above written.

WITNESS:

By _____
Principal - Individual
_____ SEAL

By _____
Attorney-in-fact

WITNESS:

By _____
Principal - Partnership

By: _____ SEAL

By: _____ SEAL

Attorney-in-fact

ATTEST:

Principal - Corporation

By: _____
Secretary

ATTEST:

By: _____
Attorney-in-fact