

DRAFT AIA[®] Document A101[™] - 2007

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

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

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

«Shasta Community Health Center»«, Private Non Profit»
«1035 Placer Street
Redding, CA 96001»
«Telephone Number: (530) 229-5015»
« Fax Number: (530) 245-9051»

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

« »« »
« »
« »
« »

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

«Photovoltaic Panel Structure and Parking Addition»
«Shasta Community Health Center
1035 Placer Street
Redding, CA 96001»
«Storm Drain system improvements from Continental Street to new parking lot. Parking lot addition to SCHC at lots 1060 and 1070 South Street will be merged to 1035 Placer Street. The existing trash enclosure at existing building shall be removed. A new trash enclosure will be constructed as shown on the Site Plan. A new photovoltaic panel structure will be constructed over the new parking lot with associated electrical work.»

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

«Ronald Beyer, Architect»«, Sole Proprietorship»
«2515 Park Marina Drive, Suite 205
Redding, CA 96001»
«Telephone Number: (530) 241-7067»
«Fax Number: (530) 241-1479»

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.

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.

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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.)

«The commencement 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:

30 Days

§ 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 «One Hundred Eighty» («180») 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.)

<< >>

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

<< Liquidated damages will be \$500.00 per day >>

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 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.)

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§ 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 Unit (\$0.00)

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

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

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the << 25th >> day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the <<10th>> day of the <<following>> month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than <<Twenty-five>> (<<25>>) days after the Architect receives the Application 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 «Ten» percent («10.00» %). 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 «Ten» percent («10.00» %);
- .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.)

«None»

§ 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:

«None.»

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.)

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§ 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.)

«1.50» % «per annum»

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

«Al Barabe»
«1035 Placer Street
Redding, CA 96001»
« Telephone Number: (530) 229-5015»
« Fax Number: (530) 245-9051»

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

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§ 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:

«None.»

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:

Document	Title	Pages
AIA A701	Advertisement for Bids	2
	Bidding Requirement Summary	1
	Instructions to Bidders	6
	Form of Proposal	6
AIA A101	Standard Form of Agreement Between Owner and Contractor	8
AIA A201	General Condition of the Contract for Construction	40
	Supplementary General Conditions	11
AIA A310	Bid Bond	2
AIA A312	Performance Bond	4
	Exhibit A Federal Wage Determinations	39
	Exhibit B State Wage Determinations	50
	Exhibit C Prevailing Wages; Compliance with Laws and Regulations	1
	Exhibit D: U.S. Department of Labor Payroll Form	2

§ 9.1.4 The Specifications:

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

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Section	Title	Pages
01100	Summary	3
01250	Contract Modification Procedures	3
01290	Payment Procedures	4
01320	Construction Progress Documentation	7
01330	Submittal Procedures	8
01400	Quality Requirements	5
01420	References	6
01500	Temporary Facilities And Controls	6
01600	Product Requirements	5
01700	Execution Requirements	6
01731	Cutting And Patching	3

01732	Selective Demolition	3
01770	Closeout Procedures	5
01781	Project Record Documents	5
02230	Site Clearing	3
02260	Excavation Support And Protection	3
02300	Earthwork	9
02510	Water Distribution System	3
02630	Storm Drainage	4
02741	Asphalt Concrete Paving	6
02751	Portland Cement Concrete Pavement	11
02761	Detectable Warning Tiles	2
02810	Irrigation Systems	13
02821	Chain-Link Fences And Gates	5
02920	Lawns And Grasses	7
02930	Exterior Plants	12
03300	Cast-In-Place Concrete	12
03331	Cast-In-Place Architectural Concrete	9
04810	Unit Masonry Assemblies	10
05120	Structural Steel	8
05500	Metal Fabrications	8
05521	Pipe And Tube Railings	6
05530	Gratings	6
07411	Metal Roof Panels	9
07412	Metal Wall Panels	9
07620	Sheet Metal Flashing And Trim	8
07920	Joint Sealants	8
08110	Steel Doors And Frames	8
08710	Door Hardware	8
09111	Non-Load-Bearing Steel Framing	2
09911	Exterior Painting	6
09912	Interior Painting	6
10523	Fire Extinguishers	3
13125	Metal Building Systems	10
15400	Plumbing Systems	10
16012	Electrical	10

§ 9.1.5 The Drawings:

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

« »

Number	Title	Date
A-0	Title Sheet	19 Mar. 2010
A0.1	Site Demolition Plan	19 Mar. 2010
A0.2	Enlarged Site Demolition Plans	19 Mar. 2010
A1.0	Site Plan	19 Mar. 2010
A1.1	Enlarged Site Plans	19 Mar. 2010
A1.2	Site Details, Trash Enclosures	19 Mar. 2010
S1	Standard Details, General Notes & Requirements	19 Mar. 2010
S2	Foundation Plan, Framing Plans	19 Mar. 2010
S3.1	Elevations, Sections & Details	19 Mar. 2010
S3.2	Sections, Trellis Details	19 Mar. 2010
S4	Details	19 Mar. 2010
S4.1	Miscellaneous Details	19 Mar. 2010
S5	CMU Fence Elevations & Details	19 Mar. 2010
E1.0	Legend	19 Mar. 2010
E1.1	Partial One-Line Diagram	19 Mar. 2010
E1.2	Panel Schedule / Details	19 Mar. 2010

E2.0	Electrical Site Plan	19 Mar. 2010
E2.1	Parking Structure / Site Lighting & Power	19 Mar. 2010
E2.2	Parking Structure / Site Lighting Elevations	19 Mar. 2010
E3.0	Photovoltaic Array Layout	19 Mar. 2010
L1.1	Landscape Plan	19 Mar. 2010
L1.2	Irrigation Plan	19 Mar. 2010
C1	Site Dimension Plan, General Notes And Legend	19 Mar. 2010
C2	Site Grading & Storm Drain Plan & Profile	19 Mar. 2010
C3	Continental Street Storm Drain Plan & Profile	19 Mar. 2010
C4	Continental Street Storm Drain Plan & Profile	19 Mar. 2010

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
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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:

«None.»

- 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.)

«Addendum A
Addendum 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.)

In addition to any insurance or bond required by this agreement, Contractor shall also provides (a) a performance bond for 100% of the Contract Sum price and (b) payment bond for 100% of the Contract Sum, from a bonding company that meets the requirement of 45 CFR Section 74.48.

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Labor and Material Bond	

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

OWNER (Signature)

«Al Barabe», Capital Projects Manager»
(Printed name and title)

CONTRACTOR (Signature)

« »
(Printed name and title)

AL BARABE