
AIA Document A101

Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a
STIPULATED SUM*

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

*The 1987 Edition of AIA Document A201, 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.*

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the day of in the year **Two Thousand and**

BETWEEN the Owner: **Daytona State College**
(Name and address) **1200 West International Speedway Boulevard**
 Daytona Beach, Florida 32114

and the Contractor:
(Name and address)

The Project is:
(Name and location)

The Engineer is:
(Name and address)

The Owner and Contractor agree as set forth below.

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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; these 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, representation or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, 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.

Work will commence on the date established in the Notice to Proceed. All work will commence no later than seven (7) days from the date of the Notice to Proceed.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar dates or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

Final completion is to be achieved on or before _____, subject to adjustments of this Contract Time as provided in the Contract Documents.

If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, then the Contractor shall pay to the Owner as liquidated damages for the delay of final completion, and not as a penalty, the amount of: (i) \$500.00 per calendar day until the Architect issues the Certificate of Substantial Completion; plus (ii) \$250.00 per calendar day until the Final Completion Certificate is issued by the Architect. The \$250.00 per day shall begin on the Thirty-first day after Substantial Completion until the date the final completion certificate is issued by the Architect.

ARTICLE 4

CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of _____, 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:

Base Bid \$ _____

(No other Alternates are accepted.)

4.3 Unit prices, if any, are as follows:

None.

ARTICLE 5 PROGRESS PAYMENTS

5.1 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.

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

5.3 Provided an Application for Payment is received by the Architect not later than the **twenty third** day of a month, the Owner shall make payment to the Contractor not later than the **thirteenth** day of the **next** 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 one** days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the 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 and 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.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 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 total Contract Sum allocated to that portion of the Work in the Schedule of Values less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 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%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances.

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 100 percent of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions

5.8 Reduction of limitations of retainage, if any, shall be as follows: Following substantial completion and upon approval by the Architect and the Project Manager the retainage amount may be reduced to five percent (5%) of the contract amount less any amounts stipulated for incomplete work and unsettled claims.

ARTICLE 6 **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payments, or as follows:

ARTICLE 7 **MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 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.)*

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

ARTICLE 8 **TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated November 25, 2003, and as follows:

Document	Title
Project Manual	Construction Documents, Technical Specifications

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

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

Division/Section	Title
<u>Division 0 — Contract Bid Documents</u>	
	Invitation to Bid
	Information to Bidders
	Contractor's Qualification Statement
	Trench Safety Act
	Public Entity Crime Affidavit
	Certification on Non-Segregated Facilities
	Non-Collusion Affidavit of prime Bidder
	Bid Bond
	Bid for Lump Sum Contract
	General Conditions of the Contract for Construction
	Standard Form of Agreement Between Owner and Contractor
	Public Construction Bond
	Performance Bond
	Payment Bond
	Non-Collusion Affidavit of Subcontractor
	Change Order
	Application and Certification for Payment
	Contractor's Certification of Receipt of Building Materials and Authorization to Pay Invoices
	Partial Waiver and Release of Lien
	Certificate of Substantial Completion

Final Waiver and Release of Lien
Warranty Guarantee

Division 1 — General Requirements

Section		01010 Summary of Work
	01041	Project Contract Coordination
		01045 Cutting and Patching
	01050	Field Engineering
	01060	Regulatory Requirements
	01095	Definitions
	01100	Alternates
	01152	Application for Payment
	01153	Change Order Procedure
	01202	Progress Meetings
	01310	Construction Progress Schedule
	01340	Shop Drawings, Product Data and Samples
	01400	Quality Control
	01410	Testing Laboratory Services
	01440	Contractor's Quality Control
	01510	Temporary Facilities
	01530	Barriers and Enclosures
	01560	Temporary Controls
	01569	Construction Cleaning
	01580	Project Identification and Signs
	01630	Substitutions and Product Options
	01631	Material Request Substitution
	01632	Use of Architectural and Engineering Documents
	01640	Product Handling
	01700	Contract Closeout
	01712	Final Cleaning
	01720	Project Record Documents
	01730	Operation and Maintenance Data
	01740	Warranties, Guarantees and Bonds

Division 2 — Site Work

Section	02230	Selective Demolition
	02281	Termite Control
	02821	Chain Link Fences and Gates

Division 3 — Concrete

Section	03300	Cast-In-Place Concrete
	03305	Cast-In-Place Concrete Reinforcement and Formwork
	03520	Lightweight Concrete Roof Insulation

Division 4 — Masonry

Section	04061	Cement and Lime Mortars
	04090	Masonry Accessories
	04211	Brick Unit Masonry
	04220	Concrete Masonry Units

Division 5 — Metals

Section 05500 Metal Fabrications

Division 6 — Wood and Plastics

Section 06100 Rough Carpentry

Division 7 — Thermal and Moisture Protection

Section 07111 Bituminous Damproofing
07190 Water Repellent
07210 Building Insulation
07531 Elastomeric Membrane Roofing (Fully Adhered)
07620 Sheet Metal Flashing and Trim
07840 Fire Stopping
07900 Joint Sealers

Division 8 — Doors and Windows

Section 08110 Doors and Windows
08330 Coiling Doors and Grills
08700 Finish Hardware
08800 Glazing
08911 Glazed Aluminum Curtain Wall

Division 9 — Finishes

Section 09220 Portland Cement Plaster
09260 Gypsum Board Assemblies
09910 Painting

Division 10 — Specialties

Section 10210 Wall Louvers
10520 Fire Protection Specialties

Division 11 — Equipment

NOT USED

Division 12 — Furnishings

NOT USED

Division 13 — Special Construction

Section 13129 Pre-Engineered Building

Division 14 — Conveying System

NOT USED

Division 15 — Mechanical

Section 15010 Basic Mechanical Requirements
15012 Coordination Drawings
15030 Electrical Requirements
15035 Adjustable Frequency Drives

15050	Basic Mechanical Materials and Methods
15060	Pipe and Fittings
15100	Valves
15120	Piping Specialties
15160	Pumps
15190	Water – Treatment – Condenser Water (Open Systems)
15240	Vibration Isolation
15250	Thermal Insulation
15410	Plumbing Piping System
15440	Plumbing Fixtures
15510	Hydraulic Piping System
15680	Water Chillers
15710	Cooling Tower
15843	Fuel Piping System
15860	Fans
15880	Air Distribution
15890	Ductwork
15950	Building Control System
15990	Performance Verification

Division 16 — Electrical

Section	16010	Basic Electrical Requirements
	16020	Tests and Performance Verification
	16030	Electrical Identification
	16110	Raceways and Conduits
	16120	Wires and Cables
	16130	Outlet Boxes
	16140	Wiring Devices
	16425	Distribution Switchboards
	16450	Grounding
	16460	Transformers
	16470	Panelboards
	16480	Motors and Motor Controls
	16500	Lighting
	16670	Lightning Protection System
	16709	Surge Suppression, Bonding, and Grounding
	16720	Addressable Fire Alarm System

9.1.5 The Drawings are as follows, and are dated shown below:

unless a different date is

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

Number	Title
G001	Cover Sheet
A000	<u>Architectural</u>
A001	Master Keynotes/Architectural Composite Plan
A111	Phase 2 Site Plan/First Floor Plan
A112	Existing Chiller Building Plan\Elevation\Building Section
A201	Phase 2 Exterior Elevations/Building Sections/Wall Sections/Details
A221	Phase 2 Details
S000	<u>Structural</u>
S100	General Structural Notes
S101	Abbreviations, Symbols and Wind Diagram
S111	Framing Plan
S114	Structural Details
S115	Structural Details
S116	Structural Details
M000	<u>Mechanical</u>
M001	Symbol Legend, General Notes – HVAC
M111	Composite Floor Plan Phase 1 thru 4 - HVAC
M101.2	Site Plan Phase 1 - HVAC
M201.2	Chiller Plant Floor Plan Phase 2 - HVAC
M202.2	Building 312 Chiller Yard Demolition/Renovation Plan Phase 2 - HVAC
M301.2	Details Phase 2 - HVAC
M401.2	Schedule Phase 3 - HVAC
M501.2	Controls Phase 2 – HVAC
P000	<u>Plumbing</u>
P001	Plumbing Legend and General Notes
P111.2	Floor Plan Phase 2 - Plumbing
P103	Plumbing Details
E000	<u>Electrical</u>
E001.2	Electrical Symbol Legend and Lighting Fixture Schedule
E101.2	Site Plan
E111.2	Enlarged Floor Plan - Electrical
E112.2	Floor Plan - Electrical
E113.2	Building 312 and Chiller Yard Demo/Renovation Plan - Electrical
E401.2	One Line Diagram - Electrical

9.1.6 The Addenda, if any, are as follows:

Number	Date
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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 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents, which are intended to form part of the Contract Documents. The General Conditions provide 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.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER
Daytona State College

CONTRACTOR

(Signature)

(Signature)

D. Kent Sharples, President
(Printed name and title)

(Printed name and title)