



# 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 Seventh day of December in the year Two Thousand Sixteen

*(In words, indicate day, month and year)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Borough of Bellmawr  
21 East Browning Road  
Bellmawr, New Jersey 08031

and the Contractor:

*(Name, legal status, address and other information)*

JH Williams Enterprises  
231 Haines Drive  
Moorestown, New Jersey 08057

for the following Project:

*(Name, location and detailed description)*

New Batting Cage Building for the Borough of Bellmawr  
108 Essex Avenue  
Bellmawr, New Jersey 08031

The Architect:

*(Name, legal status, address and other information)*

Garrison Architects  
713 Creek Road  
Bellmawr, New Jersey 08031

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. 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.

**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.)*

§ 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 as follows:

**March 31, 2017**

, 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 shall be \$500.00 per calendar 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 Five Hundred Sixty-Four Thousand Dollars (\$ 564,000.00), 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:

NO ALTERNATES

§ 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.)*

See the attached Form of Proposal – Part B – Unit Prices, Page 1 of 1.

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

Unsuitable Soils Allowance: The project scope shall include an allowance to remove and dispose of **400 cubic yards of unsuitable soils including replacement and compaction of an equal amount of suitable imported structural fill**. Payment will be made on a "per cubic yard" basis for the actual amount of material that is removed and replaced.

Specification section "Form of Proposal – Part B – Unit Prices" requires a Unit Price for this item, which shall include all necessary and incidental costs related to the excavation & removal of the soil, transportation costs related to hauling and disposing of unsuitable material, and all related costs for replacement with clean imported structural fill.

The Unit Price shall also include all technical and managerial costs associated with professional oversight (i.e. Special Testing & Inspections, etc..) engaged by the contractor, as required to verify compaction and bearing capacity.

Following completion of the work, a contract sum increase or decrease from the 400 cubic yard allowance will be calculated based on actual cubic yardage needed multiplied by the Unit Price provided by the Bidder

400 Cubic Yards x Unit Price of \$58.63 = \$23,452.00 Total Allowance

## 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:

The exact schedule of Application for Payment Submittals will be established at the Pre-Construction Meeting to ensure compliance with the PROMPT PAYMENT OF CONSTRUCTION CONTRACTS P.L. 2006, c. 96 Act.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th 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 sixty ( 60) 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 indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Contractors are requested **not to project work** beyond the date of the pencil copy of 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 two percent ( 2 %). 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 two percent ( 2 %);
- .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 Final 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 as follows:

The Contractor shall submit a separate voucher for the full amount of the retainage along with the Consent of Surety, A.I.A. Form G707A and the Contractor shall be required to furnish a Maintenance Bond for 100% of the Project Cost for a period of two (2) years from the Date of Final Acceptance

## ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 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.

§ 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.)*

No Interest.

§ 7.3 The Owner's representative:  
*(Name, address and other information)*

Joshua T. Tregear  
Administrator  
Borough of Bellmawr  
21 East Browning Road  
Bellmawr, New Jersey 08031

§ 7.4 The Contractor's representative:  
*(Name, address and other information)*

A person named by the Contractor and approved by the Owner / Architect.

§ 7.5 The Contractor's representative shall not be changed without ten days' written notice to the other party.

§ 7.6 Other provisions:

The Drawings, Specifications, and Addendum #1 shall be considered as part of this contract.

## ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 8.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 8.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 8.1.3 The Supplementary and other Conditions of the Contract:

The Supplementary General Conditions are incorporated directly into the General Conditions.

§ 8.1.4 The Specifications are dated September 15, 2016 :  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See the attached Index.

§ 8.1.5 The Drawings are dated September 15, 2016:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Cover Sheet and Drawing Index

- C-1 Construction Plan
- C-2 Soil Erosion and Sediment Control Plan
- C-3 Soil Erosion and Sediment Control Details
- A-1 Proposed Floor Plan and Elevations
- A-2 Proposed Steel Frame Layouts
- S-0 General Notes and Schedules
- S-1 Foundation Plan
- S-2 Foundation Sections and Details
- M-1 Proposed Building Mechanical Partial Plan
- E1 Electrical Plan
- E2 Electrical Site Plan

§ 8.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	September 29, 2016	2 pages

§ 8.1.7 Additional documents, if any, forming part of the Contract Documents:


- .1 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.)

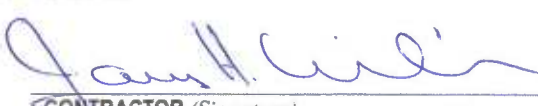
The Drawings, Specifications, and Addendum #1 shall be considered as part of this Contract.

**ARTICLE 9 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

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

  
\_\_\_\_\_  
OWNER (Signature)  
Frank R. Filipek - Mayor  
\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)  
James H. Williams, President  
\_\_\_\_\_  
(Printed name and title)

FORM OF PROPOSAL – PART B- UNIT PRICES

1.1 GENERAL

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Unit prices include all necessary material to fully furnish, plus cost for delivery, installation, insurance, overhead, profit, and applicable taxes. The prices shown in the schedule are for additions to the contract. When these prices are used for credits to the contract they may be reduced by ten percent (10%).
- C. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
  - 1. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.
- D. Schedule: A "Unit Price Schedule" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials described under each unit price. **The Contractor shall submit a complete Unit Price Schedule. The Schedule MUST contain the Unit Prices for All Sub-Contractors. If there is no cost associated with the Unit Price, put "0" or N/A in the space. If the space is left blank, we will assume that no cost is associated to that Unit Price.**

UNIT PRICE SCHEDULE

- 1. Over-Excavation: Includes the removal and offsite disposal of unsuitable soil and delivery, placement, and compaction of suitable imported structural fill to provide adequate bearing support for building foundation systems. **This item will be used to determine the total value of the Unsuitable Soils Allowance that shall be included in the Contract Base Bid amount (See section 01210 "Allowances" for quantities required).**

\$ 58.63 Per CY

## INDEX TO THE SPECIFICATIONS

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		Invitation to Bid	1 Page
		Instructions to Bidders	ITB-1 to ITB-12
		Form of Proposal – Part A	3 Pages
		Form of Proposal – Part B – Unit Prices	1 Page
		Form of Proposal – Part C - Alternates	1 Page
		Exhibit "A" Sample Form of Bid Bond	1 Page
		Exhibit "B" Sample Form of Consent of Surety	1 Page
		Exhibit "C" Sample Form of Performance Bond	4 Pages
		Exhibit "D" Sample Form of Terms of Letter Of Credit	2 Pages
		Exhibit "E" Statement of Corporate Ownership	1 Page
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		Exhibit "I" Questionnaire on Supply/Service Contracts	1 Page
		Exhibit "J" Certification Regarding the Debarment	2 Pages
		Exhibit "K" Bids for Construction Disclosure of Subcontractors	1 Page
		Exhibit "L" Acknowledgement of Receipt of Addenda	1 Page
		Exhibit "M" Uniformed Law Enforcement	1 Page
		Exhibit "N" Disclosure of Investment Activities In Iran	2 Pages
		Exhibit "O" Americans with Disabilities Act	1 Page



A201	General Conditions of the Contract for Construction AIA Document A201	59 Pages
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