

Project Manual

Project:

Hallel Building Gymnasium Alteration

175 NY-340

Sparkill, NY 10976

Client:

St. Thomas Aquinas College

125 NY-340

Sparkill, NY 10976

Architect:

arcari + iovino
ARCHITECTS PC

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Little Ferry, NJ 07643

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Issued For Bid:

September 14, 2023

Bids Due:

October 11, 2023

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ITEM

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Instructions To Bidders

I. SUBMISSION OF BIDS

- A. Bids shall be received by St. Thomas Aquinas College, hereinafter referred to as "Owner," on or before 10:00am on October 11, 2023 for miscellaneous interior alterations at 125 NY-340, Sparkill, NY.
- B. Bids will be received by Joe Donini, SVP Administrator. In the interest of time bids may be scanned and emailed to Joe Donini at jdonini@stac.edu. The bid must also be emailed to the Architect at earcari@aiarchs.com.
- C. It is the bidder's responsibility that bids are presented to the Owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail.
- D. Sealed bids forwarded to the Owner's representative before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- E. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
- G. The bids will be reviewed by the Owner and the project will be awarded as soon as is practical. Construction is expected to commence upon receipt of permits which will be filed as soon as possible.

II. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Architect. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Architect. In the event the bidder fails to notify the Architect of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Owner's representative. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The Architect's interpretations or corrections thereof shall be final.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Access to the Site

1. The site is available on September 21, 2023 between the hours on 9:00am and 11:00am. Bidders are encouraged to bring their subcontractors.

III. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

IV. INSURANCE AND INDEMNIFICATION

- A. Contractor shall obtain, at its own cost and expense insurance as specified herein from insurance companies licensed and admitted in the State of New York, carrying a Best's financial rating of 'A'-(a-minus) or better, and shall provide evidence of such insurance in a form satisfactory to the Owner. Insurance coverage is required as follows as a minimum:
 1. Worker's Compensation and Employer's Liability Policy: Covering operations in New York State pursuant to General Municipal Law, Section 108. The Contract shall be void and of no effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of such Contract, such employees in compliance with the worker's compensation law.
 2. Comprehensive General Liability Policy: General contractor shall provide policy(ies) with limits totaling no less than \$1,000,000 Bodily Injury and Property Damage. Total coverage can be achieved through any combination of primary and Umbrella/Excess Liability policies. General Liability Policy shall include coverage for:
 1. Products/Completed Operations
 2. Independent Contractors
 3. Contractual Liability (including a Hold Harmless provision)
 4. Broad Form Property damage liability (including completed operations)
 5. Personal Injury including hazards i, ii, iii, above.
 6. The Town of Orangetown, the Architect, and the Engineers shall be named as "Additional Insured" parties on the policy and the certificate of insurance shall show this as to the liability coverage on the certificate.

3. Comprehensive Automobile Policy: With limits no less than \$1,000,000. Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicle.
4. Umbrella Excess Liability: With limits of not less than \$2,000,000, no exceptions.
5. Property Insurance: The Contractor shall provide insurance covering all supplies and materials while in transit and/or brought to, stored, and installed onsite.
6. Builder's Risk Insurance: The Contractor shall provide insurance, with limits no less than \$2,000,000. to protect the Owner's property, including the building(s), materials, supplies, and equipment, from fire, lightning, hail, explosion, theft, vandalism, and acts of God.
7. Certificates: Each Insurance Certificate shall provide thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration will be given to the Owner and Architect. Policies that lapse and/or expire during term of work shall be re-certified and received by the Owner no less than thirty (30) days prior to expiration or cancellation.

B. The Contractor shall furnish to the Owner Certificates of Insurance evidencing coverage in compliance with this section within ten (10) days of signing the Agreement.

C. The cost of furnishing the above insurance shall be borne by the Contractor, there will be no direct payment for this work. All costs will be deemed to have been included in the price bid for all scheduled items. The Contractor shall require all Subcontractors to provide this same insurance coverage as outlined herein.

D. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New York and shall name the owner, the architect, and the owner's representative as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

E. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

V. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. The owner shall reimburse the contractor for this expense.
- B. Bidders shall provide prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VI. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- G. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

VII. PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures.

VIII. CONTRACT TIME

- A. **The contract will be awarded as soon as is practical after the bids are received so as to begin the permit process, shop drawings, submittals and the ordering of long lead items. Work is expected to commence mid-October 2023 and must be completed by March 2024.**

IX. FORM OF CONTRACT

- A. The Owner and Contractor shall enter into the Standard Form of Agreement Between Owner and Contractor A101-2017. A copy is attached to the Project Manual.

XII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

- A. The Contractor agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances and regulations (hereafter collectively referred to as "laws") applicable to the Contractor Work including, but not limited to, the Federal Occupational Safety and Health Act ("OSHA"). The Contractor shall be liable to the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Contractor, its employees and agents resulting from the failure to comply therewith, but not limited to, any fines, penalties or corrective measures.

Bid Form

A. PROJECT TITLE: **Hallel Building Gymnasium Alteration**

B. BID TO: **St. Thomas Aquinas
125 NY-340
Sparkill, NY 10976**

C. PROPOSAL:

Authorized Name & Title: _____

Firm Name: _____

Federal Tax ID #: _____

Address: _____

Telephone/Fax: _____/Fax _____

Pursuant to the Project Manual relating to the **“Hallel Building Gymnasium Alteration”**, and in compliance with the Bid Documents, the undersigned Bidder, having become thoroughly familiar with the terms and conditions of the Bid and Contract Documents, which include the Instructions to Bidders, the Bid Forms, the Project Manual, all as prepared by Arcari & Iovino Architects, P.C., as well as the Addenda acknowledged below, having understood the local conditions affecting performance and cost of the Work at this site, hereby proposes and agrees to fully perform the Work in strict accordance with the Contract Documents.

To wit, all labor, materials, services and equipment, including tools, machinery and supplies, permit fees, if any, and all taxes, if any, and specified insurance necessary to perform and complete the entire Work as set forth in and in accordance with the said Documents, for the sum of:

_____ Dollars
(Written)

(\$ _____)
(Figure)

D. ADDENDA: Receipt of the following Addenda acknowledged:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

E. ATTACHMENTS: Requested within the Project Manual are the following attachments to this Bid Form. These attachments are to be executed fully and submitted with this Bid Form:

- a. Schedule of Values
- b. Exceptions, Clarifications, Exclusions, Value Engineering

F. EXECUTION:

The undersigned Bidder further represents that the above Bid remains in full force and effect for not less than Sixty (60) calendar days after the submission date, and that should be awarded the Contract, the Bidder will enter into an Owner - Contractor Agreement, will start and complete the Work per the time set in the Agreement.

The undersigned hereby declares that only the person or persons interested in the Proposal as principal or principals, is or are named below, and that no other person than herein below named has any interest in the Proposal. The Proposal is made without any connection with any other person or persons making a proposal for the same purpose. The Proposal is in all respects fair and without collusion or fraud and that no officer of **St. Thomas Aquinas College** is, shall be, or will become directly or indirectly, interested as a contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work, or business to which it relates.

It is further declared that the site of the work and the Contract Documents have been examined by the undersigned and it is also agreed that the work will be carried out and completed, if this Proposal is accepted, as specified and the undersigned will provide all the Superintendents, Labor, Material, Tools and Equipment, all Taxes, Specified Insurance, and all else necessary therefore, and incidental thereto for the items in the Proposal, complete in place, at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

Signed _____
(Bidder's Signature) (Date)

(Corporate Seal)

Schedule of Values

Permits	\$ By Owner
General Conditions	\$ _____
Overhead and Profit	\$ _____
Insurance	\$ _____
Protection	\$ _____
Selective Demolition	\$ _____
Concrete	\$ _____
Structural Steel	\$ _____
Miscellaneous Metals	\$ _____
Exterior Insulation Finish System	\$ _____
Masonry	\$ _____
Insulation	\$ _____
Wood Framing and Drywall	\$ _____
Acoustic Tile Ceilings	\$ _____
Doors & Hardware	\$ _____
Aluminum & Glass Windows	\$ _____
Flashing and Sheet Metal	\$ _____
Floor and Base Finishes	\$ _____
Painting	\$ _____
FRP	\$ _____
Electrical	\$ _____
Light Fixtures	\$ _____
Fire Alarm	\$ _____
Plumbing	\$ _____
Plumbing Fixtures	\$ _____
Toilet Accessories	\$ _____
Toilet Partitions	\$ _____
HVAC	\$ _____
Rooftop Screen	\$ _____
Interior Signage	\$ _____

Millwork \$ _____

Unclassified:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total \$ _____

Exceptions, Clarifications and Exclusions, Value Engineering

In the space provided below the Bidder may list any exceptions, clarifications or exclusions relating to the scope of work as well as any value engineering suggestions for the project.

[illegible]

Bidder Information

Please fill out and submit with your bid:

What is your firm ownership structure and how many years has the firm been in business?

Who will be the primary person in charge of this project?

List three similar projects that the firm has completed within the last three years and provide references.

DRAWING LIST

<u>DRAWING #</u>	<u>TITLE</u>
<u>ARCHITECTURAL</u>	
G.1	LOCATION MAP, SYMBOLS, DOOR MANEUVERING CLEARANCES, ABBREVIATIONS, DRAWING LIST
G.2	CODE REVIEW AND EGRESS PLANS
A.1	PARTIAL DEMOLITION PLAN AND PARTIAL CONSTRUCTION PLAN
A.2	PARTIAL ROOF PLAN AND PARTIAL REFLECTED CEILING PLAN
A.3	PARTIAL CONSTRUCTION PLAN AND PARTIAL REFLECTED CEILING PLAN
A.4	EXTERIOR ELEVATIONS
A.5	EXTERIOR ELEVATIONS
A.6	BUILDING SECTIONS
A.7	ENLARGED PLANS
A.8	ENLARGED PLANS
A.9	DOOR, WINDOW AND STOREFRONT SCHEDULES AND DETAILS
A.10	PARTIAL FINISH PLAN AND SPECIFICATIONS
A.11	SIGNAGE LOCATION PLAN, SCHEDULE AND ELEVATIONS
<u>PLUMBING</u>	
P.001	PLUMBING DEMOLITION PLAN
P.101	PLUMBING PLANS
P.102	PLUMBING GAS PLAN
P.201	PLUMBING RISER DIAGRAMS
P.301	PLUMBING DETAILS
P.401	PLUMBING SPECIFICATIONS
<u>MECHANICAL</u>	
M.001	MECHANICAL DEMOLITION PLAN
M.101	MECHANICAL PLAN
M.201	MECHANICAL SCHEDULES
M.202	MECHANICAL PIPING AND WIRING DIAGRAMS
M.203	MECHANICAL DETAILS
M.301	MECHANICAL SPECIFICATIONS
<u>ELECTRICAL</u>	
E.001	ELECTRICAL DEMOLITION PLAN
E.101	ELECTRICAL LIGHTING PLAN
E.102	ELECTRICAL POWER PLAN
E.201	ELECTRICAL SPECIFICATIONS
<u>FIRE ALARM</u>	
FA.101	FIRE ALARM PLAN

Sample Agreement

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)

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

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

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

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.

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.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

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, 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.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

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:

Init.

(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
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 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.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () 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 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 AIA Document A201™–2017, General Conditions of the Contract for Construction, 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;
- .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, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 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 and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 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, as provided in Article 9 of AIA Document A201–2017; 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.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 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 Article 12 of AIA Document A201–2017, 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:

§ 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.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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 Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

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 A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

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)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 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 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

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 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)