



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 Sixth day of July in the year Two Thousand Seventeen
(In words, indicate day, month and ~~year~~ year)

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

Central Falls School Department
Administrative Offices
949 Dexter Street
Central Falls, RI 02863

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

Ahlborg Construction Corporation
21 College Hill Road, 2nd Floor
Warwick, RI 02886

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

Central Falls Schools Renovations, Replacements, and Repairs

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

Torrado Architects
35 Greenwich Street
Providence, RI 02907

The Owner and Contractor agree as follows.

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.

Handwritten initials and signatures:
KEO
Init
VRC MS / JD

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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~~

ARTICLE 3 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND FINAL 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.)

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:

§ 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 () days from the date of commencement, or as follows:

Handwritten initials and signatures: "Init." with a signature, and "VRE MS / JT" with a signature.

(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
All Work

Substantial Completion Date
As indicated in the bid documents

, 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.)

If the Contractor fails to achieve Substantial Completion of the Work in accordance with the Contract Times set forth above, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first calendar day following the expiration of the Contract Times set forth above and continuing until the actual Date of Substantial Completion for each segment. Such liquidated damages are hereby agreed by all parties to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. These liquidated damages are hereby agreed to be actual per diem costs for liquidated damages. No further evaluation of actual damages will be considered by either the Owner or the Contractor. Liquidated damages shall be in the amount of Zero Dollars (\$0.00) per calendar day. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted shall be payable to the Owner at the demand of Owner, together with interest from the date of the demand at a rate of one percent (1%) per month payable by the Contractor.

§ 3.4 The Contractor shall achieve Final Completion of the entire Work not later than 90 days from the date of Substantial Completion or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of Substantial Completion. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Final Completion of certain portions of the Work.)

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

Portion of Work
All Work

Final Completion Date
As indicated in the bid documents

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

If the Contractor fails to achieve Final Completion of the Work in accordance with the Contract Times set forth above, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first calendar day following the expiration of the Contract Times set forth above and continuing until the actual Date of Final Completion. Such liquidated damages are hereby agreed by all parties to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. These liquidated damages are hereby agreed to be actual per diem costs for liquidated damages. No further evaluation of actual damages will be considered by either the Owner or the Contractor. Liquidated damages shall be in the amount of Zero Dollars (\$0.00) per calendar day. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted shall be payable to the Owner at the demand of Owner, together with interest from the date of the demand at a rate of one percent (1%) per month payable by the Contractor.

AEO Init.
WPC MJ/JD

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 Two million nine hundred twenty eight thousand dollars (\$ 2,928,000.00), 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:
(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.)

Attached letter dated 7/16/2017

§ 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)(\$ 0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
<u>As stipulated in the bid form</u>	

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, as described in Paragraph 9.3.1 of AIA Document A201 as included in the Contract Documents.,~~ the Owner shall make payment of the certified amount to the Contractor not later than the last day of the next calendar month. If an Application for Payment is received by the Architect after the application date ~~fixed above, as described in Paragraph 9.3.1 of AIA Document A201 as included in the Contract Documents.,~~ payment shall be made by the Owner not later than (~~—forty-five (45)~~ 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 as described in Paragraph 9.2 of AIA Document A201 as included in 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 and Owner may require. This schedule, unless objected to by the ~~Architect, Architect or Owner,~~ 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:

Handwritten initials: AIC, Init, VAC, MS, JD

- .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 five percent (5%). 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 five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect or Owner 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 and Owner shall determine for incomplete Work, retainage applicable to such work retainage, 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.)

See Section 9.8.6 in AIA 201-2007 General Conditions as modified and included in the Contract Documents

~~§ 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.~~


§ 5.1.9.

§ 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:~~ in accordance with Section 9.10 in AIA 201-1997 General Conditions as modified and included in the Contract Documents.

AFO Init.

 WPC MS JD

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL-DECISION-MAKER INITIAL INTERPRETATION

The Architect will serve as Initial Decision Maker provide an initial interpretation of all claims 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.)

§ 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 (modified)

Litigation in a court of competent jurisdiction

Other (*Specify*) pursuant to Section 15.4 of AIA Document A201-2007 (modified)

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.)

%—One half percent per month (.5% per month)

§ 8.3 The Owner's representative:

(Name, address and other information)

Strategic Building Solutions, LLC, DBA Colliers International
135 New Road
Madison, CT 06443

Handwritten initials and signatures: "HFC", "Init.", "VFC", "MS", "JD".

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

Glen Ahlborg
Ahlborg Construction Corporation
21 College Hill Road, 2nd Floor
Warwick, RI 02886

§ 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:

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, with modifications contained herein.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, with modifications contained herein.

§ 9.1.3:

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
Bid Documents			

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>

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

Project Specifications

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>

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

Drawings

<u>Number</u>	<u>Title</u>	<u>Date</u>

§ 9.1.6 The Addenda, if any:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
<u>As indicated in the bid form and</u>		

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User Notes:

(1450076500)

AFD
Init.
VPC
MS/09

Reviewed per F.S.A.
Leadord Morgan
Administration & Finance Officer

attached letter

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:
- .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.)

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.)

Type of insurance or bond <u>Requirements are as listed in the Project Manual</u>	Limit of liability or bond amount (\$0.00) <u>(\$ 0.00)</u>
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This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

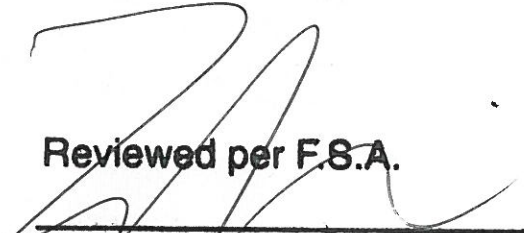
Glenn R. AHLBERG, VP

(Printed name and title)



James A. Diossa, Mayor

Reviewed per F.S.A.



Leonard Morganis
Administration & Finance Officer

AS to Form and Correctness 

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