



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 Twenty-Fifth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

Glassboro Public School District
560 Joseph Bowe Boulevard, Glassboro, NJ 08028

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

USA General Contractors Corp., a corporation under laws of the State of New Jersey, having principal office in the city of Manalapan, County of Monmouth and State of New Jersey. 167 State Rt 33, Manalapan, NJ 07726

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

Roof Replacement at J. Harvey Rodgers School and George Beach Administration Building
301 Georgetown Road, Glassboro, NJ 08028
560 Joseph L. Bowe Boulevard, Glassboro, NJ 08028
(FVHD 5537ER & 5537GR)

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

Fraytak Veisz Hopkins Duthie, P.C.
1515 Lower Ferry Road
Trenton, NJ 08618

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.

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

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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. In the event of any conflict amount the Contract Documents, the Contractor shall notify the Owner and the Architect of same and follow and comply with their interpretation.

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/Architect.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

All construction preparation work, project startup, submittals, schedules, approvals, procurement, coordination and other preparatory tasks must commence immediately upon receipt of the Notice to Proceed or the date of the fully executed Owner/Contractor Contract, whichever comes first. The awarded Contractor must be fully prepared to delivery and install all materials and equipment on the first day of the schedule on-site Construction period as indicated in Section 01800. The on-site Construction period, during which all work on site is to be performed, is to start as soon as possible.

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§ 3.2 The Contract Time shall be measured from the date of commencement of the Work as set for in the Notice to Proceed.

§ 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:

(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: as shown in Specification Section 01800 Time of Completion and Liquidated Damages

§ 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
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§ 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 ONE MILLION ONE HUNDRED FIFTY-SIX THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS AND 00/100 (\$ 1,156,335.00), 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
BASE BID	\$1,178,335.00
Alternate No. ER-2: Masonry Restoration, Cleaning/Cement Plaster Repair at Chimney	\$8,000.00
Alternate No. GR-1: Alternate Roof Assembly – R-value 32.3	\$(30,000.00)

§ 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
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§ 4.3 Allowances, if any, included in the Contract Sum: (Refer to Section 01020)
(Identify each allowance.)

Item	Price
A. General: The following allowance amounts are included in the Contract Sum, for the corresponding units of Work, as described. 1. General Construction Work – J.	

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Harvey Rodgers School – FVHD
5537ER:

- a. A sum of **\$20,000.00** for work not specifically shown on the Drawings, the work shall be performed as directed in the field.
 - b. A sum of money for the replacement of **500 board feet** of damaged or deteriorated wood nailers/blocking including removal of existing deteriorated wood, furnishing and installing new galvanized anchor bolts, expansion bolts at 4'-0" o.c. or nails through existing construction to remain, the Work shall be performed as directed in the field.
2. General Construction Work – George Beach Administration Building – FVHD -5537GR:
- a. A sum of **\$7,500.00** for work not specifically shown on the Drawings, the work shall be performed as directed in the field.
 - b. A sum of money for the replacement of **100 board feet** of damaged or deteriorated wood nailers/blocking including removal of existing deteriorated wood, furnishing and installing new galvanized anchor bolts, expansion bolts 4'-0" o.c. or nails through existing construction to remain, the Work shall be performed as directed in the field.

§ 4.4 Unit prices, if any: (Refer to Section 01151)

(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)
Replacement of existing damaged or deteriorated metal decking	Square foot	\$18.00
Replacement of existing wet or deteriorated roof insulation board	Square foot	\$8.00
Replacement of existing damaged or deteriorated wood nailers/blocking or framing, including removal of existing deteriorated wood, furnishing and installing new galvanized anchor bolts, expansion bolts at 4'-0" o.c. or nails through existing construction to remain:	Board foot	\$5.00
a. 2x4 for the above work	Linear foot	\$6.00
b. 2x6 for the above work	Linear foot	\$8.00
c. 2x8 for the above work	Linear foot	\$9.00

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d.	2x10 for the above work	Linear foot	\$10.00
e.	2x12 for the above work	Linear foot	\$11.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages to be assessed in accordance with Specification Section 01800 - Time of Completion and Liquidated Damages. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. Time is of the essence. The Contractor acknowledges and agrees that the liquidated damages provided in this Section 4.5 and Section 01800 are not a penalty and represent a reasonable estimate of the cost and expense incurred by the Owner for the Contractor's failure to comply with the Contract Documents and constitute fair compensation to the Owner for its losses suffered as a result of the Contractor's non-compliance.

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.

Each Application for Payment must be accompanied by Certified Payroll Records for the period covered by the Application. The payroll records shall indicate the proper classification of employees and the payment of overtime, if any. These records shall include each Contractor and Subcontractor Certified Payroll. Payment will not be authorized if the required payroll records have not been submitted.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month.

No billings shall be deemed approved and certified by the passage of time. Moreover, if the contractor fails to perform in accordance with the provisions of the contract in a significant way, the remedies of the Prompt Payment Act will not be applied, and failure by the Owner to act within the time allowed by N.J.S.A. 2A:30A-1 et seq. shall not constitute an implied approval of the Payment Application.

§ 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.

- .1 The Schedule of Values (SOV) must be submitted on AIA forms G702/G703 or similar format and must be submitted within fifteen (15) days of Notice to Proceed.
- .2 Schedule of Values must include the following:
 - a. A detailed breakdown of each major work category with labor and material values for each.
 - b. Separate new work and renovation work components.
 - c. All allowance(s) on the last line(s) of schedule.
 - d. Values for bonds / insurance, submittals, as-built drawings, punch list, closeout documents, all alternate bids, CPM schedule and all other required by the specifications.
 - e. When billing for bond and insurance, attach a copy of invoice for same.

§ 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.)

Two percent (2%) of the amount due on each partial payment shall be withheld when the outstanding balance of the contract exceeds \$500,000, and five percent (5%) of the amount due on each partial payment shall be withheld when the outstanding balance of the contract is \$500,000 or less.

Retainage shall be withheld until the Owner approves the Architect's determination that the Work has been satisfactorily completed, and no unsettled claims exist. The final acceptance shall not be binding or conclusive upon the Owner should it subsequently discover that the Contractor has supplied inferior material or workmanship or has departed from the terms of his contract. Should such a condition appear the Owner shall have the right, notwithstanding final acceptance and payment, to cause the Work to be properly done in accordance with the drawings and specifications at cost and expense of the Contractor.

§ 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. If there are any claims or disputes, the Contractor is to submit in accordance with Article 15 as pre-requisite to such claim. Notwithstanding the foregoing and anything construed to the contrary, the foregoing shall only be applicable in the event that: (i) the Contractor has produced an updated Schedule prior to the alleged material delay, (ii) there are no components of the project for which the Contractor has delayed; and (iii) the alleged materially delayed component of the project affects the critical path and no other Work can continue to keep the project on schedule.

§ 5.1.9 Except with the Owner's written 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 to the satisfaction of the Owner 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:

At the next scheduled public meeting of the entity’s governing body and paid during the entity’s subsequent payment cycle.

§ 5.3 Interest

Pursuant to N.J.S.A. 2A:30A-29(c), interest shall be paid to the contractor at the prime rate plus 1.00%

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 Dispute Resolution

For any Claim, the method of non-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 non-binding dispute resolution, or do not subsequently agree in writing to a non-binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

If there are any claims or disputes, the Contractor is to submit in accordance with Article 15 as a pre-requisite to such a claim. Notwithstanding the foregoing and anything construed to the contrary, the foregoing shall only be applicable in the event that: (i) the Contractor has produced an updated Schedule prior to the alleged material delay; (ii) there are no components of the project for which the Contractor has delayed; and (iii) the alleged materially delayed component of the project affects the critical path and no other Work can continue to keep the project on schedule.

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.

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§ 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.)

No termination fee.

§ 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 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 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

A condition of this Agreement is that the Contractor will comply with all applicable governmental laws and regulations.

§ 8.7 The Contractor's failure to obtain or maintain adequate insurance coverage shall be considered a material breach of contract.

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

- .5 Drawings as listed on Title Sheet, Drawing Index, and Abbreviations, unless otherwise revised or amended, form a part of the Bid Documents.
 - 1.1 **J. Harvey Rodgers School -FVHD-5537ER:**
All Drawings listed on Drawing No. G-1, "Title Sheet, General Information and Drawing Index," dated February 9, 2026, unless otherwise revised or amended (via Addenda, Bulletin, etc.), shall form a part of the Bid Documents.
 - 1.2 **George Beach Administration Building – FVHD -5537GR:**
All Drawings listed on Drawing No. G-1, Title Sheet, General Information and Drawing Index," dated February 9, 2026, unless otherwise revised or amended (via Addenda, Bulletin, etc.), shall form a part of the Bid Documents.

Number	Title	Date
.6	Specifications as listed on the Table of Contents included in the Project Manual or Addenda, if issued.	

Section	Title	Date	Pages
Part 1	Contract Conditions and General Requirements	02/09/26	In Full
Part 2	General Construction Work		

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	03/02/2026	

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

EXHIBIT "A", EXHIBIT "B" EXHIBIT "C"

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Refer to Exhibit C – Table of Contents	Contract Conditions and General Requirements General Construction Work	02/09/26	In Full

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

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User Notes:

Bidder's Proposal dated: March 10, 2026 & Prevailing Wage Rates

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

GLASSBORO PUBLIC SCHOOL DISTRICT

USA GENERAL CONTRACTORS CORP.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

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