# AIA® Document A132™ – 2009

## *Standard Form of Agreement Between Owner and Contractor,* *Construction Manager as Adviser Edition*

**AGREEMENT** made as of the day of _____ in the year 2013
*(In words, indicate day, month and year.)*

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

Community College of Philadelphia
1700 Spring Garden Street
Philadelphia, PA 19130

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

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

The Project consists of renovations to the fourth floor of the West Building located at Community College of Philadelphia, 1700 Spring Garden Street, Philadelphia, Pennsylvania

The Construction Manager:
*(Name, legal status, address and other information)*

Reynolds Construction Management
1265 Drummers Lane
Suite 104
Wayne, PA 19087

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

UCI Architects, Inc.
1630 Pine Street
Philadelphia, PA 19103

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.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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 Modifications, 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.)*

The Commencement Date shall be fixed in a notice to proceed. A notice to proceed will be sent to Contractor via email, with a hard copy to follow by overnight delivery.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens 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 ninety-five ( 95 ) days from the date of commencement, or as follows:
*(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.)*



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| Portion of the Work | Substantial Completion Date |
|---|---|

, 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.)*

Time is of the essence and Contractor shall be liable for the sum of $5,000 per day for each day of delay in achieving Substantial Completion beyond the Substantial Completion date set forth above. Such amount shall be assessed against Contractor as liquidated damages, not as a penalty

## 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 of the following:
*(Check the appropriate box.)*

[ X ] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

*(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)*

**§ 4.2 Stipulated Sum**

**§ 4.2.1** The Stipulated Sum shall be ($ ), subject to additions and deletions as provided in the Contract Documents.

**§ 4.2.2** The Stipulated Sum is based on 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.)*

**§ 4.2.3** Unit prices, if any:
*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|

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

| Item | Allowance |
|---|---|

~~**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**~~

~~**§ 4.3.1** The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.~~

~~**§ 4.3.2** The Contractor's Fee:~~


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~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*~~

~~**§ 4.3.3** The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~**§ 4.3.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~**§ 4.3.5** Rental rates for Contractor-owned equipment shall not exceed  percent (  %) of the standard rate paid at the place of the Project.~~

~~**§ 4.3.6** 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)**~~ |
|---|---|---|

~~**§ 4.3.7** The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.~~

~~**§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price**~~
~~**§ 4.4.1** The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.~~

~~**§ 4.4.2** The Contractor's Fee:~~
~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*~~

~~**§ 4.4.3** The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~**§ 4.4.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~**§ 4.4.5** Rental rates for Contractor-owned equipment shall not exceed  percent (  %) of the standard rate paid at the place of the Project.~~

~~**§ 4.4.6** Unit Prices, if any:~~
~~*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*~~

| ~~**Item**~~ | ~~**Units and Limitations**~~ | ~~**Price per Unit ($0.00)**~~ |
|---|---|---|

~~**§ 4.4.7 Guaranteed Maximum Price**~~
~~**§ 4.4.7.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed  ($  ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.~~


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~~*(Insert specific provisions if the Contractor is to participate in any savings.)*~~

~~**§ 4.4.7.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:~~

~~**§ 4.4.7.3** Allowances included in the Guaranteed Maximum Price, if any:~~
~~*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*~~

~~**Item** **Allowance**~~

~~**§ 4.4.7.4** Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

**§ 5.1.1** Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance 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 Construction Manager and approved for payment and submitted with a Certificate for Payment to the Owner not later than the 20th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 20th day of the next month. If an Application for Payment is received by the Construction Manager and approved for payment and submitted with a Certificate of Payment to the Owner after the application date fixed above, payment shall be made by the Owner not later than ~~( ) days after the Construction Manager receives the Application for Payment.~~ thirty ( 30 ) days after Owner receives the Application for Payment and Certification for Payment from the Construction Manager.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum**

**§ 5.1.4.1** 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.4.2** 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.

**§ 5.1.4.3** Subject to the 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 total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10


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_%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;

**.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);

**.3** Subtract the aggregate of previous payments made by the Owner; and

**.4** Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

**§ 5.1.4.4** The progress payment amount determined in accordance with Section 5.1.4.3 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 percent ( %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete ~~Work~~ Work, ten percent (10%) retainage applicable to such work and unsettled claims; and

**.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 the General Conditions.

**§ 5.1.4.5** 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 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

~~**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**~~

~~**§ 5.1.5.1** With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

~~**§ 5.1.5.2** Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~**§ 5.1.5.3** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~**.1** Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;~~

~~**.2** Add the Contractor's Fee, less retainage of percent ( %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~

~~**.3** Subtract retainage of percent ( %) from that portion of the Work that the Contractor self-performs;~~

~~**.4** Subtract the aggregate of previous payments made by the Owner;~~

~~**.5** Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~

~~**.6** Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.~~


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~~**§ 5.1.5.4** The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~**§ 5.1.5.5** In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

~~**§ 5.1.5.6** 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.~~

~~**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price**~~

~~**§ 5.1.6.1** With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

~~**§ 5.1.6.2** 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

~~**§ 5.1.6.3** 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.~~

~~**§ 5.1.6.4** 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 Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232–2009;~~
- ~~**.2** Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~**.3** Add the Contractor's Fee, less retainage of percent ( %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~**.4** Subtract retainage of percent ( %) from that portion of the Work that the Contractor self-performs;~~
- ~~**.5** Subtract the aggregate of previous payments made by the Owner;~~
- ~~**.6** Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~


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~~.7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232–2009.~~

~~**§ 5.1.6.5** The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~**§ 5.1.6.6** In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

~~**§ 5.1.6.7** 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~~ within thirty (30) days after:

**.1** the Contractor has fully performed the ~~Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;~~ Contract;

**.2** the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and

**.3** a final Certificate for Payment or Project Certificate for Payment has been issued by the ~~Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:~~Architect;:

## ARTICLE 6 DISPUTE RESOLUTION

**§ 6.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, 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 A232–2009, 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 A232–2009.

[ X ] Litigation in a court of competent jurisdiction.

[ ] Other: *(Specify)*


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## ARTICLE 7 TERMINATION OR SUSPENSION

**§ 7.1 Where the Contract Sum is a Stipulated Sum**

**§ 7.1.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

**§ 7.1.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

**§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price**

**§ 7.2.1** Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

**§ 7.2.2** The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

**.1** Take the Cost of the Work incurred by the Contractor to the date of termination;

**.2** Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

**.3** Subtract the aggregate of previous payments made by the Owner.

**§ 7.2.3** If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

**§ 7.2.4** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

**§ 7.2.5** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A232–2009 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 % per annum

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

Gary Bixby
Director of Facilities, Planning & Construction Management
1700 Spring Garden Street


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Philadelphia, PA 19130

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

**§ 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 A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

**§ 9.1.2** The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

**§ 9.1.3** The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|

**§ 9.1.4** The Specifications:
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*
Table of Contents and List of Drawings – Exhibit A.

| Section | Title | Date | Pages |
|---|---|---|---|

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

| Number | Title | Date |
|---|---|---|

**§ 9.1.6** The Addenda, if any:

| Number | Date | Pages |
|---|---|---|


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

**§ 9.1.7** Additional documents, if any, forming part of the Contract Documents are:

~~**.1** AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.~~

~~**.2** AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:~~

~~**.3** AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

**.4** Other documents, if any, listed below:
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 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.)*

Technical Scope of Work attached hereto as Exhibit "B"

Milestone Schedule attached hereto as Exhibit "C"

Addendum to Contract attached hereto as Exhibit "D"

Contractor's Equal Opportunity Plan (the "EOP"), a copy of which is attached hereto and made a part hereof as Exhibit "E". The Contractor's failure to comply with the EOP and/or Owner's reporting and monitoring requirements may, at Owner's option, be deemed a default under this Contract by Contractor. If such failure continues for longer than seven days after Owner delivers notice to Contractor, Owner shall have all rights and remedies available to it under this Contract and/or at law or equity, including the right to terminate this Contract.

Contractor's bid dated _____

Contractors Performance Bond and Payment Bond

The Prevailing Wages Project Rates (as further set forth on Exhibit "F" attached hereto and made a part hereof).

## ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)*

| Type of Insurance or Bond | Limit of Liability or Bond Amount ($0.00) |
|---|---|


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

| | |
|---|---|
| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
| Community College of Philadelphia | |
| *(Printed name and title)* | *(Printed name and title)* |



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# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Fran Theis, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:36:09 on 08/13/2013 under Order No. 0866777174_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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