Project Management and AIA Documents

“I understand what it means, I’m just saying ‘LOL’ isn’t really appropriate in a contract.”
Bid Documents/Procurement

• General Concept – Nobody receives an unfair advantage

• What that means:
  – All bidders get the same information
  – Requests for substitutions are received well in advance (10 days) to allow evaluation by the Architect. If accepted all bidders will be notified by addendum. No substitutions after the bid.
  – Answers to questions, clarifications, or changes will be by addendum. (i.e. if the owner or architect tell you something, but don’t include it in an addendum, it never happened.)
Bid Documents/Procurement

• Other Bidding/Procurement Items:
  – Bid Bond – provides protection to the owner that the contractor will honor its bid.
  – Qualified (Responsible) Bidder – a bidder who has the qualifications to perform the work.
  – Responsive Bidder – a bidder who met the requirements for bidding outlined in the Instructions to Bidders.
  – Owner’s Financial Capacity – The Contractor has the right to obtain proof from the Owner that it has the capacity to pay for the work.
Project Management

– Contracts
  • Submittals
  • Close-out
  • Claims
  • Responsibilities

– Labor Relations
  • When is OT required?
  • Union labor/Strikes.

– Man-power
  • Units of measure (man hours, crew hours)
  • Don’t forget...Do it their way!
Contracts

- AIA contracts
  - AIA A101 – Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum
  - AIA A102 – Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
  - AIA A201 – General Conditions of the Contract for Construction
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.)

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.
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.

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

§ 9.1.6 The Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>
ARTICLE 5  CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor’s Fee.

§ 5.1.1 The Contractor’s Fee:
(STATE A LUMP SUM, PERCENTAGE OF COST OF THE WORK OR OTHER PROVISION FOR DETERMINING THE CONTRACTOR’S FEE.)
A102 Continued

Work

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 16.1.1 The Agreement is this executed AIA Document A102–2007, Standard Form of Agreement Between Owner and Contractor.

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

§ 16.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

§ 16.1.6 The Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>
AIA A201

- General Conditions for various forms of AIA contracts documents
  - Stipulated Sum (A101)
  - Cost Plus fee with Guaranteed Maximum Price (A102)  
    *Note: This was previously A111*
AIA A201

Describes:

• Responsibilities of Owner, Architect, and Contractor
• How to change Work, Time, and/or Price
• What to do if one or more parties don’t fulfill their responsibilities
• Risk management requirements such as insurance, indemnification, etc.
WE SAID WE'D GIVE YOU A PORTABLE COMPUTER... NOBODY SAID ANYTHING ABOUT IT BEING A LAPTOP

NORMAN SOON REALISED HE SHOULD HAVE READ HIS TERMS AND CONDITIONS MORE CLOSELY!...