

OSE Tip of the Day

A101, Part 1

July 06, 2020

Please, please! You are encouraged to print the Sample copies of the AIA SCOSE versions found in the OSE website, highlight them per your review or the TOD's, and save them for future reference during your construction projects.

If your agency requires a review of the AIA SCOSE documents by your legal counsel, that review and any change must be conducted before the advertisement of the project. Any change to the AIA SCOSE documents after bids have been received, but prior to award, invalidates the bidding process.

In the listing of "Contract Documents", the A101 is the actual agreement between the Owner (Agency) and the Contractor for the Project. In order to make the A101 more "project specific", AIA decided to remove many of the fillable items from the A201 and insert them in the A101. For example, the types and limits of insurance that were listed in previous editions of the A201 have moved to an Exhibit A, Insurance and Bonds, in the A101. We will review Exhibit A in detail in future TOD's.

The A101 is the first part of the Contract Documents that memorializes the contract for construction. The other Contract Documents include: 1) General Conditions (A201), 2) Supplementary Conditions (Agency specific requirements), 3) Insurance and Bonds (Exhibit A of the A101), 4) Drawings, 5) Specifications, and 6) Modifications.

Article 2 of the A101 is one sentence long, but is very important in the Agreement. By signing the A101, the Contractor is agreeing that he/she will execute the Work that is described by the Contract Documents, with the exception of work that is specifically noted as the responsibility of others. This also places a responsibility on the Agency to make sure the A/E has described the Work thoroughly and appropriately.

Article 3 introduces three very important terms in the contract; 1) Notice to Proceed, 2) Date of Commencement, and 3) Substantial Completion. It also alerts the Contractor that liquidated damages may be assessed. To begin, the Contractor is notified that a Notice to Proceed (NTP) will be issued by the Agency. The NTP will provide the Date of Commencement (the actual date the contractor can access the site and begin the Work) and the date will be at least 7 days after the NTP is provided. The reason for a minimum of seven days is to allow the Contractor sufficient time to mobilize. The NTP memorializes the number of contract days for the Work and thus establishes the date for Substantial Completion.

Finally, Section 3.2.2 alerts the Contractor that failure to achieve Substantial Completion by the date established, original or adjusted, will result in the assessment of the liquidated damages amount noted in the Bid Form.

Next week, Part 2.