

SECTION 00 72 00
CONSTRUCTION AGREEMENT

PART 1 – GENERAL

1.1 The selected contractor shall provide standard AIA form agreement - A102-2017 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 (including General Conditions AIA A201-2017).

1.2 A102-2017 revisions to include:

§5.1.6 Liquidated damages in amount of 1% of GMP each week beyond Substantial Completion date until Substantial Completion of the Work is met.

§5.1.7 Incentive to Contractor as follows: Any savings realized shall be shared equally between the Owner and Contractor. The percentage of any shared savings realized will not be paid out to Contractor until the final Payment Application under this Agreement. If Substantial Completion of the Work is not on schedule, the sharing of savings realized will not apply and any savings realized will be returned solely to the Owner.

§13.2 Binding dispute resolution shall be Litigation

§15.8 Other provisions shall include: Contractor will maintain ISN Certification for Owner specific site safety policies and procedures. All Contractor personnel will receive site safety training through ISN. These ISN training certificates will be kept on file, and retraining will occur as needed to stay current. All Subcontractors working on site will adopt Contractor's ISN Compliant Safety Policy. Contractor will facilitate ISN training for all personnel of its Subcontractors. The Subcontractor ISN training certificates will be kept on file, and retraining will occur as needed to stay current. The Contractor's team will work with Owner's Safety Personnel to see that all Contractor and/or its Subcontractor personnel working on site attend the Owner's additional site-specific safety training.