

 **AIA**® Document A101™ – 1997

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a **STIPULATED SUM**

AGREEMENT made as of the _____ day of _____ December
in the year of _____ 2007
(In words, indicate day, month and year)

BETWEEN the Owner: **JAIN CENTER OF SOUTH FLORIDA**
(Name, address and other information)

Representative: Bindesh Shah
Address: 1960 N. Commerce Parkway #11
City, State, Zip: Weston, FL 33326
Telephone: 954-655-6986
FAX: 305-406-8760 Attn: Bindesh Shah
E-Mail: Bindesh_shah@hotmail.com

and the Contractor: **BEISWENGER, HOCH AND ASSOCIATES, INC.**
(Name, address and other information)

Representative: Gabriel F. Norona, PE
Address: 510 Shotgun Road, Suite 400
City, State, Zip: Weston, FL 33326
Telephone: 954-334-9000
FAX: 954-334-2800 Attn: Ramiro Sanchez
E-Mail: ramiro@bhaengineers.com
General Contractor's License No.: CGC1510667
General Contractor's FEIN/SSN No.: 369-80-7800

The Project is: _____
(Name and location)

Interior Renovation of "place of worship" for Jain Center of South Florida

Project Location:
Address: 1960 N. Commerce Parkway #11-12
City, State, Zip: Weston, FL 33326

The Architect is: **ATAQUECHEL ASSOC., INC.**
(Name, address and other information)

Representative: Amaro Taquechel
Address: 4848 SW 74th Court
City, State, Zip: Miami, FL 33155
Telephone: 305-663-9688
FAX: 305-448-1198
E-Mail: taquechel@aol.com

The Owner and Contractor agree as follows.

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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; these 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 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent 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 General Contractor shall commence construction of its Scope of the Work on or before 05 DEC 2007.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's 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 _____ 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. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

The General Contractor shall accomplish Substantial Completion of its Scope of the Work on or before 30 MAY 2008.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

The General Contractor shall accomplish Final Completion of its Scope of the Work on or before 15 JUNE 2008.

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 _____ Dollars

(\$ 240,000.00), subject to additions and deductions as provided in the Contract Documents. Two Hundred and Forty Thousand

§ 4.2 The Contract Sum is based upon 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 decisions on other alternates are to be made by the Owner 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)

- 30% Down-Payment within one (1) week of contract Signature
- 20% After Framing Inspection
- 25% After Acoustical Ceiling Inspection
- 15% After Marble Installation
- 10% Satisfactorily acceptance of the product

§ 4.3 Unit prices, if any, are as follows:

N/A K. Shunt.
ASD

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, or as follows:

Within Ten (10) calendar days after receipt by the Owner of the General Contractor's invoice, properly prepared the Owner shall pay to the General Contractor Ninety percent (90%) of the total amount approved by a Professional, withholding the balance as retainage, unless there is a dispute about the amount of compensation due the General Contractor.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (_____) days after the Architect receives the Application for Payment.

§ 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, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate 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 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 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 Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .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 Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 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 the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .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 AIA Document A201-1997.

§ 5.1.8 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 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

NIA. KLM.
PFD

§ 5.1.9 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:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, 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:

NIA. KLM.
PFD

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 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.)*

NIA Kand.
RAD

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

Representative: Bindesh Shah
Address: 1960 N. Commerce Parkway #11
City, State, Zip: Weston, FL 33326
Telephone: 954-655-6986
FAX: 305-406-8760 Attn: Bindesh Shah
E-Mail: Bindesh_shah@hotmail.com

§ 7.4 The Contractor's representative is:
(Name, address and other information)

Representative: Gabriel F. Norona, PE
Address: 510 Shotgun Road, Suite 400
City, State, Zip: Weston, FL 33326
Telephone: 954-334-9000
FAX: 954-334-2800
E-Mail: Gabe.Norona@bentley.com

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

NIA Kand.
RAD

§ 7.6 Other provisions:

- The General Contractor shall, not less than five (5) calendar days after the execution of this Contract for Construction, prepare and submit a proposed Construction Schedule to the Owner.
- The General Contractor shall not be required to provide payment and performance bonds. Section 11.5 of A201 is deleted. N/A.
- The General Contractor shall be reimbursed the actual incurred cost and expense plus a maximum markup of fifteen percent (15%) for the Change Order work performed by its forces.
- Section 11.1.1 of A201 is deleted. N/A. See Exhibit "C" for Insurance.
- All work related to marble installation has been prepared by Trivedi Tectonics, Ahmedabad, India. Because marble pieces can only be manufactured after city approval, materials from India will arrive in three (3) containers. The first container will arrive the third week of February 2008 and subsequent containers at the interval of 3 weeks.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
Exhibit "A"	Special Provisions	2
Exhibit "C"	Insurance	1

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows: *(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
	NIA. Revised. RSD	

§ 8.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:

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

Number	Title	Date
Exhibit "B"	Amaro Taquechel and Trivedi Tectonics Drawings	1 Page

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
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N/A - Handl.
RBD

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 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.)

N/A - Handl.
RBD

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

K. Deepika Dalal
OWNER (Signature)

Robert B. Deuser
CONTRACTOR (Signature)

K. DEEPIKA DALAL, President
(Printed name and title)
E-C. J.C.S.F.

ROBERT B. DEUSER, VICE PRESIDENT
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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EXHIBIT "A"

Special Provisions:

1. Project Considered finished only after everything mentioned in contract scope is accepted by Jain Center of South Florida.
Work prior to marble installation will be according to Architecture drawings by Amaro Taquechel Assoc.
Finished product means Completed Marble Installation and finishes according to Trivedi Tectonics Drawings.
2. Project Time Frame: Max 7 Months
3. Site Availability: 100% of the time from the date of Notice to proceed (N.T.P.)
4. Demolition: According to the Plan drawings. Haul and Dispose the waste.
5. Storage: No JCSF property will be stored except construction items.
6. Dust level: Construction site is in Office Complex, keep dust levels under control for the normal functioning of the surrounding offices and per governing code requirements.
7. Noise level: Keep noise level under control per governing code requirements.
8. Structural Elements: The existing structural elements shall be carefully preserved. The GC shall take extra care not to damage any structural components.
9. JCSF will take responsibility of Water and electricity during Construction.
10. Owner retains the right to bring expertise to inspect work before releasing the funds.
11. Marble items will be handed over to the GC.
Owner retains the right to bring expertise of marble installation to oversee the work.
12. Jain center will get original Plans approved by the city.



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13. It will be GC's responsibility to submit shop drawings and secure approval. Also to pull permits from city of Weston for the various task as required.

The contractor shall arrange inspection with the city of Weston and be present during inspection time. The contractor will inform to the owner if they wish to be present.

14. The contractor shall submit the copies of licenses of including of subcontractors in respective jurisdiction at the time of quote.

15. Contractor/Sub-contractor shall allow access for owner representatives to inspect and confirm the progress.

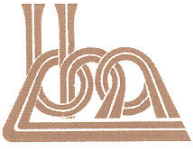
16. Only Successful city/county inspection of specific task will be considered finished task.

17. The Contractor shall provide a warranty period for the workmanship according to Section 12.2.2 of the A201.

18. If 'Hurricane Warning' is issued during the project, Contractor will coordinate to have dumpsters hauled-off the property and secure the construction site.

19. Two weeks prior to contract close out, a Substantial complete inspection will be carried out by the Owner to go through all the items. Any punch list generated out of this inspection shall be satisfactorily completed prior to contract close out.

20. Contractor shall not be liable to the owner for delay to Contractor's work by the act, neglect or default of the owner, or by reason of fire or other casualty, or on account of riots, or of strikes or other combined action of the workmen or other s, or on account of any acts of the God, or any other cause beyond contractor's control, or on account of any circumstances beyond control caused or contributed to by any Sub-contractor.



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EXHIBIT "B"

Amaro Taquechel and Trivedi Tectonics Drawings

TAQUECHEL DRAWINGS	SHEET	DATED	REVISION
LIFE SAFETY	LS-1	MAY-31-07	
ARCHITECTURAL	A-1	MAY-31-07	
	A-2	MAY-31-07	OCT-23-07
	A-3	MAY-31-07	OCT-23-07
	A-4	MAY-31-07	OCT-23-07
	A-5	MAY-31-07	OCT-23-07
STRUCTURAL	S-1	MAY-31-07	OCT-25-07
MECHANICAL	M-1	JUN-12-07	OCT-23-07
	M-2	JUN-12-07	OCT-23-07
ELECTRICAL	E-1	JUN-12-07	
	E-2	JUL-13-07	
	E-3	JUL-13-07	
PLUMBING	P-1	JUN-12-07	
	P-2	JUN-12-07	
	P-3	JUN-12-07	
FIRE SPRINKLER	FS-1	MAY-31-07	
	FS-2	MAY-31-07	
TRIVEDI DRAWINGS	AS PER CD	SEP-11-07	



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EXHIBIT "C"

Insurance

1. Workers' Compensation, Disability Benefit, or similar employee benefit act coverage, and employer's liability coverage, as required by the state in which the Project is located.

Up to Five Hundred Thousands (\$500,000) Dollars per accident

2. Commercial General Liability:

- a. Up to One Million (\$1,000,000) Dollars each occurrence

- b. Names the Owner and the Owner's Related Parties as additional insured

3. Commercial Comprehensive Automobile Liability which includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles with limits of not less than

No less than ten thousands (\$10,000) Dollars
per accident for bodily injury and property damage, or

Five Hundred Thousands (\$500,000) Dollars combined single
limit.