**[INSTRUCTIONS FOR COMPLETING THIS FORM ARE HIGHLIGHTED IN YELLOW.**

**RED TEXT: ENTER MISSING DATA, CONFIRM TEXT BY CHANGING TO BLACK TEXT OR DELETE**

**WHEN COMPLETE: DELETE ALL YELLOW HIGHLIGHTED TEXT, RED TEXT & BRACKETS.]**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Appropriation Year(s):\_\_\_\_\_\_\_ | Cost Center:  \_\_\_\_\_\_\_ | Object Codes:  \_\_\_\_\_\_\_ | Amounts  $\_\_\_\_\_\_\_\_\_ | Vendor Number:  \_\_\_\_\_\_\_\_\_\_\_ | P.O. Numbers:  \_\_\_\_\_\_\_\_\_\_\_ |

**A105-2017 PROJECT ATTACHMENT**

**to**

**MINNESOTA STATE AIA Document A105–2017**

**Standard Form of Agreement Between Owner and Contractor, as currently amended by Owner (hereinafter AIA A105-2017)**

AGREEMENT effective date and end date**:**

This contract is effective on **[INSERT FULL DATE (e.g., January 29, 2013)]** or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until **[INSERT FULL DATE (e.g., June 15, 2013) date to be at least 12 months from substantial completion date]** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by Minnesota State’s authorized representative.

**The Owner:**

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **[Insert name of College or University, but not a particular campus.]*,*** hereinafter referred to as the “Owner”.

Wherever reference is made to “Owner” related to project communications and management, it shall mean Owner, Delegated Project Manager, and Owner’s Project Representative as identified in this Attachment.

**The Contractor:**

**[Insert Legal Name of Firm]**

**[Insert Street Address]**

**[Insert City, State, Zip Code]**

**Legal Organization:**

1.) A corporation organized and existing under the laws of the state of: ***[Insert, if applicable]***, or

2.) A partnership consisting of the following partners***: [Insert, if applicable]***, or

3.) A sole ownership, owned by: ***[Insert, if applicable]***

(hereinafter called “CONTRACTOR”);

AND, WHEREAS CONTRACTOR has on \_\_\_\_\_\_\_\_\_\_\_***[Insert Date of Quotation]*** submitted a signed quotation, which is hereby made a part of this AGREEMENT as if fully set forth herein;

**for the following Project:**

**[Insert Project Name]**

**[Insert Name of College/University]**

**[Insert Campus Name, if applicable]**

**[Insert City, MN, Zip Code]**

**The Architect:**

**[Insert Legal Name of Firm]**

**[Insert Street Address]**

**[Insert City, State, Zip Code]**

**The Owner’s Designated Represenative is:**

Contact **[Insert Name of Individual]**

Title **[Insert Individual’s title]**

Telephone **[Insert phone number]**

Email **[Insert email address]**

Address **[Insert address]**

**The Contractor’s Designated Representative is:**

Contact **[Insert Name of Individual]**

Title **[Insert Individual’s title]**

Telephone **[Insert phone number]**

Email **[Insert email address]**

Address **[Insert address of firm**

**The Owner and Contractor agree as follows in reference to the A105 Agreement sections noted:**

2.3 Date of Substantial Completion of the entire Work: **[Insert date]**

3.1 Contract Sum:

Minnesota State will pay CONTRACTOR for the performance of the AGREEMENT, subject to additions and deductions provided therein, in current funds as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_\_\_\_\_)

***[Insert Dollar Amount in words and numbers.]***

3.3 Alternates: **[Insert Alternates and Amounts]**

3.4 Allowances: **[Insert Allowances]**

3.5 Unit Prices: **[Insert Unit Prices]**

ARTICLE 17 OTHER TERMS AND CONDITIONS

**[*Insert other provisions – if any. If none, write* “NONE” ]**

[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

**SIGNATURES:** *(Sign and date at the appropriate signature line below.)*

In witness whereof, the Owner has caused this Agreement to be duly executed on its behalf and the Contractor has caused the same to be duly executed on its behalf.

**1. CONTRACTOR: [INSERT NAME OF CONTRACTOR FIRM]**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**2. VERIFIED AS TO ENCUMBRANCE: [INSERT NAME OF COLLEGE/UNIVERSITY]**

When the agreement is processed in e-Builder, the encumbrance is incorporated into the workflow.

See first page of B101 Project Attachment for Encumbrance Details**.**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**3. MINNESOTA STATE: [INSERT NAME OF COLLEGE/UNIVERSITY]**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**4. AS TO FORM AND EXECUTION: [INSERT NAME OF COLLEGE/UNIVERSITY]**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |