

# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**AGREEMENT** effective date and end date:

See A101 Project Attachment to AIA Document AIA A101-2017 (hereinafter referred to as "A101 Project Attachment")

**BETWEEN** the Owner:

See A101 Project Attachment

and the Contractor:

See A101 Project Attachment

for the following Project:

See A101 Project Attachment

The Architect:

See A101 Project Attachment

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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A101 PROJECT ATTACHMENT

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of:

- .1 This Agreement,
- .2 AIA A101 Project Attachment
- .3 AIA Document A201-2017 General Conditions of the Contract for Construction, as amended by the Owner (hereinafter called "AIA Document A201-2017"),
- .4 Drawings, Specifications, Addenda issued prior to the execution of this Agreement and accepted in writing by the Owner, and
- .5 Other documents listed in this Agreement, and Modifications issued after execution of this Agreement and accepted, in writing, by the Owner.

Wherever reference is made to "General Conditions," "A201-2007," "AIA Document A201-2007," "AIA Document A201-2017", or "AIA A201-2017," it shall mean "AIA Document A201-2017, as amended by the Owner".

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor agrees to furnish, except as may be otherwise provided herein, all labor, services, means of construction, and material required for, and to construct, install, complete, and finish this Project in the most workmanlike and substantial manner, to the satisfaction in every respect of the Project Architect or other designated representative of Minnesota State, within the time herein specified, all in accordance with the Contract Documents, except as 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:

*(Paragraphs deleted)*

The date set forth in Section 3.1 of the A101 Project Attachment.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire

*(Paragraphs deleted)*

Work, as documented in the A101 Project Attachment.

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions as provided in the A101 Project Attachment. As  
*(Table deleted)*

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum for the Contractor's performance of the Contract. The Contract Sum shall be as provided in the A101 Project Attachment, subject to additions and deductions as provided in the Contract Documents.

##### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum: See A101 Project Attachment.

*(Table deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

§ 4.3 Allowances, if any, included in the Contract Sum:

*(Paragraph deleted)*

Item	Price
See A101 Project Attachment	

§ 4.4 Unit prices, if any:

*(Paragraph deleted)*

Item	Units and Limitations	Price per Unit (\$0.00)
See A101 Project Attachment		

§ 4.5 Liquidated damages, if any:

See Division 00, Article 007380 of the Project Manual

§ 4.6 Other:

See A101 Project Attachment

#### 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 no less than one calendar month.

§ 5.1.3 The Owner shall make payment to the Contractor in accordance with Article 9 of A201-2017.

§ 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 Owner may require. This approved schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show 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 In accordance with AIA Document A201-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner  
(Paragraphs deleted)  
will withhold the amount specified in Section 9.6.1.1 of AIA Document A201-2017.

##### § 5.1.7.1.1 The

(Paragraphs deleted)

Contractor may, at the Contractor's option, deposit bonds or securities with the Owner in lieu of cash retainage subject to the provisions of Article 9 of AIA Document A201-2017

##### § 5.1.7.2 Reduction or limitation of retainage, if any, shall be

(Paragraphs deleted)

subject to Section 9.8 of AIA Document A201-2017.

##### § 5.1.7.3 Upon Substantial Completion of the Work, and in accordance with Article 9 of AIA Document A201-2017, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for

(Paragraphs deleted)

Payment.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 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 Article 12 of AIA Document A201-2017, 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 in accordance with Article 9 of AIA Document A201-2017.

§ 5.2.2 The Owner's final payment to the Contractor shall be made in accordance with Article 9 of AIA Document A201-2017.

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(Paragraphs deleted)

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document

(Paragraphs deleted)

A201–2017.

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Paragraph deleted)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor

(Paragraphs deleted)

in accordance with said Article 14.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Paragraphs deleted)

See A101 Project Attachment

§ 8.3 The Contractor's representative:

(Paragraphs deleted)

See A101 Project Attachment

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

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201–2017 and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201 2017 and elsewhere in the Contract Documents.

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§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document  
(Paragraphs deleted)  
A201-2017 shall be in accordance with Owner's eManual.

§ 8.7 Other provisions: See A101 Project Attachment

APPROVED:

This Agreement shall be effective on date identified on page one of the A101 Project Attachment.

**OWNER**

Signature and date are executed on the Project  
Attachment

**ARCHITECT**

Signature and date are executed on the Project  
Attachment

Printed name and title are identified on the Project  
Attachment

Printed name and title are identified on the Project  
Attachment

**FORM AND EXECUTION**

Signature and date are executed on the Project  
Attachment

Printed name and title are identified on the Project  
Attachment  
(Paragraphs deleted)

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