



AIA[®] Document A101[™] – 2017

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

AGREEMENT made as of the _____ day of _____ in the year Two Thousand and Nineteen
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

Ossining Public Library
53 Croton Avenue
Ossining, NY 10562
T. 914.941.2416

and the Contractor:
(Name, address and other information)

for the following Project:
(Name, location and detailed description)

Ossining Public Library
Boiler Plant and HVAC Upgrades
53 Croton Avenue, Ossining, NY 10562

The Engineer:
(Name, address and other information)

OLA Consulting Engineers
50 Broadway, Suite 2
Hawthorne, NY 10532
T. 914.747.2800

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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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions, including Contract Documents identified therein), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which 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 a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in 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

(Paragraphs deleted)

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.

(Paragraph deleted)

(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.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages 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 One Hundred Eighty (180) days from the date of commencement, or as follows:

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(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

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

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

(Paragraphs deleted)

§ 3.4 Definition Of Substantial Completion. Substantial Completion means that date certified by the Engineer and approved by the Owner as the date upon which (a) construction of the Project is sufficiently complete in accordance with the Construction Documents to be functionally and commercially suitable for its intended purposes; and (b) a certificate of occupancy has been issued for the Project.

(Paragraph deleted)

(Table deleted)

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 (\$), subject to additions and deductions as provided in the Contract Documents.

§ 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 the bidding or proposal documents permit the Owner to accept other alternates 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.)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit

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

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment, proper in form and substance, submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 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:

§ 5.1.3 Provided that an Application for Payment is received by the Engineer and Owner not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Engineer receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be submitted on AIA forms G702 and G703 and shall be based on the most recent schedule of values submitted by the Contractor, and approved by the Owner, 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 or Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment. With each application for payment, Contractor shall submit a Partial Release of Liens and Claims in a form approved by the Owner. Contractor shall also submit Partial Releases, in a form approved by the Owner, from each Subcontractor and Supplier, at the first and second tiers. However, Contractor shall submit with its application for final payment a Final Release of Liens and Claims in a form approved by the Owner.

§ 5.1.5 Contractor shall also submit a signed certification that all amounts paid to the Contractor on the previous application for payment on account of Work performed or provided by subcontractors or suppliers have been paid to the appropriate subcontractors and suppliers, and that all amounts currently sought for subcontractor or supplier Work are currently due and owing to the subcontractors and suppliers.

§ 5.1.6 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner at the earlier of incorporation into the Project or time of payment.

(Paragraphs deleted)

§ 5.1.7 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.

(Paragraphs deleted)

§ 5.1.8 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 five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, as amended, or elsewhere in the Contract documents;
- .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 five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, as amended, or elsewhere in the Contract Documents.

§ 5.1.9 The progress payment amount determined in accordance with Section 5.1.8 shall be further modified under the following circumstances:

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- .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 an amount equal to 200% of the values of outstanding items on the punch list, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 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 A201–2007, as amended, or elsewhere in the Contract documents.

§ 5.1.10 Reduction or limitation of retainage, if any, shall be as follows:

Notwithstanding anything to the contrary in this Agreement, the Owner may withhold retainage until such time as all Work (including, without limitation, all punch list Work) is finally complete and all other conditions for final payment as set forth in this Agreement are satisfied.

§ 5.1.11 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 A201–2007, as amended, or elsewhere in the Contract documents, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer’s final Certificate for Payment, or as follows:

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The

(Paragraphs deleted)

Engineer shall serve as the Initial Decision Maker, as that term is defined herein and in the General Conditions, AIA Document A201-2007, as amended.

§ 6.2 BINDING DISPUTE RESOLUTION

For any dispute arising out of the Agreement, the method of binding dispute resolution shall be as follows:

(Check the appropriate

Paragraphs deleted)

box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

- [] Litigation in Supreme Court for the State of New York, Westchester County, which court shall have exclusive jurisdiction over matters relating to or arising out of this Agreement.

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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 A201–2007, as amended.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as amended.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007, as amended, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear simple interest from thirty (30) days after 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 per annum.

(Insert rate of interest agreed upon, if any.)

Zero Percent (0%)

§ 8.3 The Owner's representative:

(Name, address and other information)

§ 8.4 The Contractor's representative:

(Name, address and other information)

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

(Paragraphs deleted)

§ 8.6 Other provisions:

§ 8.6.1 **All Work covered by this Agreement.** All Work performed by the Contractor, whether included in this scope or extra Work, and whether actually carried out before or after execution of this Agreement, shall be governed by the terms of this Agreement.

§ 8.6.2 Neither payment nor partial or entire use or occupancy of the Work by the Owner shall constitute an acceptance of the Work that is defective or otherwise not in accordance with the Agreement.

§ 8.6

(Paragraphs deleted)

Provisions Required by Law Deemed Inserted. Each and every provision of laws and clauses required by law to be inserted in this Agreement shall be deemed to be inserted and incorporated by reference. This Agreement shall be read and enforced as though the required provisions are included and, if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon request of either party, the Agreement may be amended to make such insertion.

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(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as amended by the mutual agreement of the parties.

(Paragraph deleted)

§ 9.1.2 The General Conditions, as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction, as amended.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

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

§ 9.1.5 The Drawings:

(Table deleted)

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

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
Documents referenced in Article 1 of the General Conditions, AIA Document A201-2007, as amended.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as amended.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
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(Paragraphs deleted)

Init.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)



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Additions and Deletions Report for AIA[®] Document A101[™] – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:36:06 ET on 07/31/2019.

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AGREEMENT made as of the _____ day of _____ in the year Two Thousand and Nineteen
(In words, indicate day, month and ~~year~~ year)

...

(Name, ~~legal status~~, address and other information)

Ossining Public Library
53 Croton Avenue
Ossining, NY 10562
T. 914.941.2416

...

(Name, ~~legal status~~, address and other information)

...

Ossining Public Library
Boiler Plant and HVAC Upgrades
53 Croton Avenue, Ossining, NY 10562

...

~~The Architect:~~ Engineer:
(Name, ~~legal status~~, address and other information) address and other information)

OLA Consulting Engineers
50 Broadway, Suite 2
Hawthorne, NY 10532
T. 914.747.2800

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EXHIBIT A—10 INSURANCE AND BONDS

...

The Contract Documents consist of this Agreement, Conditions of the Contract (General, ~~Supplementary, and other Conditions~~), ~~Supplementary and other Conditions, including Contract Documents identified therein~~, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this ~~Agreement~~, Agreement and Modifications issued after execution of this Agreement, all of which 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, representations or agreements~~, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

...

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

The date of this Agreement.

A date set forth 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.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.) (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.)

...

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement. If, prior to the commencement of the Work, the Owner requires time to file mortgages 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 of the Work~~ commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Eighty (180) 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. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

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

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

§ 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 Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 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 by the following dates:

§ 3.4 Definition Of Substantial Completion. Substantial Completion means that date certified by the Engineer and approved by the Owner as the date upon which (a) construction of the Project is sufficiently complete in accordance with the Construction Documents to be functionally and commercially suitable for its intended purposes; and (b) a certificate of occupancy has been issued for the Project.

Portion of Work

Substantial Completion Date

§ 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.

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§ 4.2 Alternates 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 the bidding or proposal documents permit the Owner to accept other alternates 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.)

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

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

(Identify each allowance.) Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Price

Item

Units and Limitations

Price Per Unit

§ 4.4 Unit prices, Allowances included in the Contract Sum, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.) allowance and state exclusions, if any, from the allowance price.)

Item

Units and Limitations

Price per Unit (\$0.00)

Item

Price

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 5.1 Progress Payments PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect Payment, proper in form and substance, submitted to the Engineer by the Contractor and Certificates for Payment issued by the Architect, Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 5.1.3 Provided that an Application for Payment is received by the Architect-Engineer and Owner not later than the 25th day of a month, the Owner shall make payment of the certified amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect-Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect-Engineer receives the Application for Payment.

...

§ 5.1.4 Each Application for Payment shall be submitted on AIA forms G702 and G703 and shall be based on the most recent schedule of values submitted by the Contractor by the Contractor, and approved by the Owner, 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, form and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values accuracy as the Owner or Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment. With each application for payment, Contractor shall submit a Partial Release of Liens and Claims in a form approved by the Owner. Contractor shall also submit Partial Releases, in a form approved by the Owner, from each Subcontractor and Supplier, at the first and second tiers. However, Contractor shall submit with its application for final payment a Final Release of Liens and Claims in a form approved by the Owner.

§ 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. Contractor shall also submit a signed certification that all amounts paid to the Contractor on the previous application for payment on account of Work performed or provided by subcontractors or suppliers have been paid to the appropriate subcontractors and suppliers, and that all amounts currently sought for subcontractor or supplier Work are currently due and owing to the subcontractors and suppliers.

§ 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: The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner at the earlier of incorporation into the Project or time of payment.

§ 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 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.

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 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. 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 five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, as amended, or elsewhere in the Contract documents;
- .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 five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, as amended, or elsewhere in the Contract Documents.

~~§ 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. The progress payment amount determined in accordance with Section 5.1.8 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 an amount equal to 200% of the values of outstanding items on the punch list, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 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 A201-2007, as amended, or elsewhere in the Contract documents.~~

~~§ 5.1.10 Reduction or limitation of retainage, if any, shall be as follows:~~

~~Notwithstanding anything to the contrary in this Agreement, the Owner may withhold retainage until such time as all Work (including, without limitation, all punch list Work) is finally complete and all other conditions for final payment as set forth in this Agreement are satisfied.~~

~~§ 5.1.11 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~~**FINAL PAYMENT**
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- ~~.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, Section 12.2.2 of AIA Document A201-2007, as amended, or elsewhere in the Contract documents, 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-Engineer.~~

~~§ 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-Engineer's final Certificate for Payment, or as follows:~~

~~...~~

~~§ 5.3 Interest~~

~~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.)~~

~~—%~~

~~§ 6.1 Initial Decision Maker~~**INITIAL DECISION MAKER**

~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

~~Engineer shall serve as the Initial Decision Maker, as that term is defined herein and in the General Conditions, AIA Document A201-2007, as amended.~~

§ 6.2 Binding Dispute Resolution BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, dispute arising out of the Agreement, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

box. If the Owner and Contractor do not select a method of binding dispute resolution, resolution below, 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.

Litigation in Supreme Court for the State of New York, Westchester County, which court shall have exclusive jurisdiction over matters relating to or arising out of this Agreement.

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§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017, A201-2007, as amended.

§ 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 a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017, A201-2007, as amended.

...

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017, A201-2007, as amended, 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:
(Name, address, email address, and other information) Payments due and unpaid under the Contract shall bear simple interest from thirty (30) days after 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 per annum.
(Insert rate of interest agreed upon, if any.)

Zero Percent (0%)

§ 8.3 The Contractor's ~~Owner's~~ representative:
(Name, address, email address, address and other information)

...

~~§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party. The Contractor's representative: (Name, address and other information)~~

~~§ 8.5 Insurance and Bonds~~ Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~

~~§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents.~~

~~§ 8.6 Other provisions:~~

~~§ 8.6.1 All Work covered by this Agreement. All Work performed by the Contractor, whether included in this scope or extra Work, and whether actually carried out before or after execution of this Agreement, shall be governed by the terms of this Agreement.~~

~~§ 8.6.2 Neither payment nor partial or entire use or occupancy of the Work by the Owner shall constitute an acceptance of the Work that is defective or otherwise not in accordance with the Agreement.~~

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

~~**Provisions Required by Law Deemed Inserted.** Each and every provision of laws and clauses required by law to be inserted in this Agreement shall be deemed to be inserted and incorporated by reference. This Agreement shall be read and enforced as though the required provisions are included and, if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon request of either party, the Agreement may be amended to make such insertion.~~

~~§ 8.7 Other provisions:~~

~~§ 9.1 This Agreement is comprised of the following documents: The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.~~

~~.1 — AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor~~

~~.2 — AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~ ~~§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as amended by the mutual agreement of the parties.~~

~~.3 — AIA Document A201™ 2017, General Conditions of the Contract for Construction~~

~~.4 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203–2013 incorporated into this Agreement.)~~

§ 9.1.2 The General Conditions, as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction, as amended.

.5 Drawings **§ 9.1.3** The Supplementary and other Conditions of the Contract:

Number	Title	Date
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Document	Title	Date	Pages
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.6 Specifications **§ 9.1.4** The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

§ 9.1.5 The Drawings:

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

.7 Addenda, if any: **§ 9.1.6** The Addenda, if any:

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits: **§ 9.1.7** Additional documents, if any, forming part of the Contract Documents:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated. **.1** AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(Insert the date of the E204–2017 incorporated into this Agreement.) Documents referenced in Article 1 of the General Conditions, AIA Document A201-2007, as amended.

ARTICLE 10 INSURANCE AND BONDS

The Sustainability Plan: The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as amended.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Title	Date	Pages
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Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:36:06 ET on 07/31/2019 under Order No. 7670529898 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)