

# 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 **Twentieth** day of **March** in the year **Twenty Twenty-Four**  
(*In words, indicate day, month and year.*)

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

Roselle School District 12  
100 E. Walnut Street  
Roselle, IL 60172

and the Contractor:  
(*Name, legal status, address and other information*)

Ostrander Construction, Inc  
2001 Butterfield Road  
Suite 1120  
Downers Grove, IL 60515

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

Renovation and Site Improvements at Spring Hills Elementary School

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

Wold Architects & Engineers  
220 North Smith Street  
Suite 310  
Palatine, IL 60067

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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**EXHIBIT A INSURANCE AND BONDS**

**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, 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 be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth 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.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 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 Work:

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

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[ ] 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:

Portion of Work	Substantial Completion Date
	ASAP but not later than July 25, 2024

§ 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 in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be **One Hundred Forty-Seven Thousand Eight Hundred Dollars and no/100 (\$ 147,800.00 )**, 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:

Item	Price
Alternate# 1 – Covering glulam beams in sheet metal in place of sanding and refinishing	\$23,400.00 – add
Voluntary Alternate – Deduct from Alternate #1 to eliminate furring strips and construction metal cladding as 1 piers	\$13,600.00 - credit

§ 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
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Miscellaneous	\$15,000.00

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Removal and Replacement of 5" PCC sidewalk per SF	Square Footage	\$16.55

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

Not Applicable

**§ 4.6 Other:**

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User Notes:

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

## **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 endeavor to 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.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall endeavor to make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, the Application for payment shall be tendered to the Owner in the next month's payment submittal

§ 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 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:

§ 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 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.)*

Ten Percent (10%) of the progress payment certified by the Architect until the contract is fifty percent (50%) complete. Five Percent (5%) of the progress payment certified by the Architect after the contract is fifty percent (50%) complete.

§ 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.

§ 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.

§ 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.

## § 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.)*

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## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

*(Paragraphs deleted)* SECTION DELETED

### § 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:  
*(Check the appropriate box.)*

- 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 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.

#### 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:

*(Name, address, email address, and other information)*

Dr. Gregory Harris  
Roselle School District 12  
100 E. Walnut Street  
Roselle, IL 60172  
[gharris@sd12.org](mailto:gharris@sd12.org)

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

Dennis Tynan  
Ostrander Construction, Inc  
2001 Butterfield Road  
Suite 1120  
Downers Grove, IL 60515  
Email: [dennis@ostrander.biz](mailto:dennis@ostrander.biz)  
Phone: 630-981-7290

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

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**§ 8.5 Insurance and Bonds**

**§ 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 SECTION DELETED**

**§ 8.7 Other provisions:**

Upon assignment of this Agreement by the Owner to the Construction Manager, the Construction Manager shall assume toward the Contractor all obligations and responsibilities that the Owner, under AIA Document A201-2017, as amended by Owner, assumes toward the Contractor, and the Contractor shall assume toward the Construction Manager all obligations and responsibilities that the Contractor, under AIA Document A201-2017, as amended by Owner, assumes toward the Owner and the Architect, insofar as applicable to this Agreement. The Construction Manager shall have the benefit of all rights, remedies, and redress against the Contractor that the Owner, under AIA Document A201-2017, as amended by Owner, has against the Contractor, and the Contractor shall have the benefit of all rights, remedies, and redress against the Construction Manager that the Contractor, under AIA Document A201-2017, as amended by Owner, has against the Owner, insofar as applicable to this Agreement. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

Notwithstanding any assignment of this Agreement by the Owner and to the fullest extent permitted by law, Contractor's obligations under Sections 3.18.1 through 3.18.6 of AIA Document A201-2017, as amended by Owner, shall also include the obligation to indemnify and hold harmless the Owner, Owner's Representative, Owner's individual board members, agent, consultants and employees.

In the event either party hereto initiates legal action against the other party in furtherance of a claim or right to enforce any term or condition of the Agreement, the prevailing party in said legal action shall be entitled to seek reimbursement of any and all attorney's fees, costs, expert fees and court fees incurred as additional damages.

**§ 8.7.1 PREVAILING WAGES.** All laborers, workers and mechanics performing Work under the Contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor, and that Contractor and all Subcontractors shall in all other respects comply with the Prevailing Wage Act in carrying out Work under the Contract. If, during the course of Work under this Contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum. To the extent required by law, each Contractor and Subcontractor shall submit, on a monthly basis, a certified payroll to the Owner, evidencing the Contractor's and Subcontractor's compliance with the Prevailing Wage Act. Further all bonds required of the Contractor shall contain a provision as will guarantee the faithful performance of this prevailing wage clause.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor**
- .2 Exhibit A – Subcontractor Safety, Insurance, and Indemnity Requirements**
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction**

*(Paragraph deleted)*

- .4 Drawings**

Number	Title	Date
G0.0	Cover Sheet	2.19.2024
A0.101	Code Reference Plan and Staging Plan	2.19.2024
A1.000	Main Level Demolition Plan	2.19.2024
A2.100	Main Level Floor Plan, Door Schedule, and Door Types	2.19.2024
A4.101	Symbols, Abbreviations, Details, and Material Schedule	3.11.2024
A5.501	Alternate #1 – Beam Enclosure Details	2.19.2024
C.101	Site Demolition Plan	2.19.2024
C.201	Proposed Site Plan	2.19.2024
C.301	Civil Details	2.19.2024

**.6 Specifications**

Section	Title	Date	Pages
Various	Issued for Bid Project Manual	2.19.2024	110

**.7 Addenda, if any:**

Number	Date	Pages
01	03-11-2024	70 pages

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:**

- Exhibit B - Assignment of Trade Contract Agreement**
- Exhibit C - Bid Documents, Executed Bid Form & Wage Worksheet**
- Exhibit D - Executed Scope Review Worksheet**
- Exhibit E - Tax Exempt Certificate**

*(Table deleted)*

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

\_\_\_\_\_  
**OWNER (Signature)**  
 Dr. Gregory Harris, Assistant Superintendent of Finance & Operations  
 \_\_\_\_\_  
*(Printed name and title)*  
*(Paragraphs deleted)*

\_\_\_\_\_  
**CONTRACTOR (Signature)**  
 Dennis Tynan, Ostrander Construction, Inc  
 \_\_\_\_\_  
*(Printed name and title)*

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