



# 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  
*(In words, indicate day, month and year.)*

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

Wilson School District  
2601 Grandview Boulevard  
West Lawn, PA 19609  
Tel. (610) 670-0180

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

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

Wilson School District – Whitfield Elementary School Secured Vestibule for Modular Classrooms Project

The Architect/Engineer (hereinafter and for purposes of this document and the contract documents, the “Architect”):

*(Name, legal status, address and other information)*  
Consolidated Engineers  
1022 James Drive  
Leesport, PA 19533

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.

Init.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

*(Paragraph Deleted)*

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General 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. For the purpose of this Agreement, the term General Conditions as used herein shall mean the General Conditions of the Contract for Construction as modified by the Owner.

### 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 and Final Completion

Init.

**AIA Document A101® – 2017.** Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 23:15:55 ET on 07/21/2020 under Order No.4217069611 which expires on 11/01/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(3B9ADA3D)

**§ 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 fourteen ( 14 ) calendar days from the date of commencement of the Work.

By the following date:

**§ 3.3.1.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Project within seven (7) calendar days of Substantial Completion.

**§ 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
-----------------	-----------------------------

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion or Final Completion as provided in this Section 3.3, liquidated damages 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 ( \$ ), 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
------	-------

**§ 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.)*

*(Table Deleted)*

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

Item	Price
------	-------

**§ 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.)*

**Price per Unit (\$0.00)**

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

The Contractor and Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the cost of expenses incurred by the Owner resulting from the Contractor's delay in completing the Work of the Contract within the Contract Time, as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) per calendar day that has not achieved Substantial Completion or Final Completion, for each calendar day of delay until the Work is substantially complete, subject to adjustments of the Contract Time as provided in the Contract Documents.

In the event Contractor's performance of the Work is delayed or suspended as a result of shutdown orders issued by governmental authorities in response to the Covid-19 Pandemic, Contractor shall be entitled to an equitable adjustment to the project schedule and/or the Contract Time. Contractor shall not be entitled to an equitable adjustment in the Contract Time to the extent that its failure to complete the Work within the Contract Time is due to inadequate staffing levels while Work may be performed and no shutdown order stopping the Work is in effect.

**§ 4.6 Other:**

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

N/A

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Owner by the Contractor, 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:

**§ 5.1.3** Provided that an Application for Payment is received by the Owner not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the same day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Owner receives the Application for Payment. The Contractor hereby waives any rights that the Contractor has or may have under the Pennsylvania Prompt Pay Act, 62 Pa.C.S.A. Section 3931, et seq. as amended from time to time.  
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 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 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, as modified, 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 Owner determines, in the Owner's judgment, to be reasonably justified.

Init.

**§ 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 Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017, as modified;
- .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 Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, as modified; 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.)*

Retainage shall be in accordance with 62 Pa. C.S. § 3921 and the Contract Documents.

**§ 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.)*

When Owner and Contractor agree that project is 50% complete, retainage to be reduced to 5%, in accordance with 62 Pa. C.S. § 3921 and the Contract Documents. In accordance with 62 Pa. C.S. § 3921, the Owner may determine that a specific cause for greater withholding exists. The Owner may reject the reduction in retainage if the Contractor is not making satisfactory progress in its Work, or if the Owner determines that there is a specific cause for greater withholding. The Owner will consider the following items when reviewing a request for reduction in retainage and failure to meet any of the following requirements may be considered by the Owner as sufficient grounds for rejecting a reduction in retainage:

- .1 Satisfactory performance of the Work.
- .2 Satisfactory maintenance of the Project schedule.
- .3 Proper manning of the Project.
- .4 Satisfactory completion of the Work.
- .5 Satisfactory organization of the Project.
- .6 Proper organization and coordination of subcontractors.
- .7 Proper coordination of the Work.
- .8 All defective Work is materially delayed has been remedied or is in the process of being remedied.
- .9 Work completed is not in contention.
- .10 Satisfactory follow through of paperwork, certified payrolls, Change Order proposals, or Construction Change Directives.

The Owner's decision to reject a reduction of retainage shall be final and binding on the Contractor.

**§ 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

Init.

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.)*

Upon the Owner's issuance of the Certificate of Substantial Completion, the retainage shall be equal to one hundred fifty percent (150%) of the cost to complete any then remaining, uncompleted, minor items. Owner may re

**§ 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, as modified.

**§ 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, including all items identified in the punchlist prepared at Substantial Completion, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, as amended, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has delivered all close-out documents required by the Contract Documents, including, but not limited to, those documents identified in Section 9.10.2 of the General Conditions;
- .3 the Contractor has completed all Work in compliance with all applicable codes, laws, ordinances and regulations that affect the Project, and the Work has passed all inspections; and
- .4 a final Certificate for Payment has been issued by the Owner.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of Owner's Acceptance of the Contractor's final Certificate for Payment, in accordance with the Contract Documents.:

## **§ 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.)*

3 % per annum

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Owner will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, as amended, 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 Owner.)*

### **§ 6.2 Binding Dispute Resolution**

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

*(Check the appropriate box.)*

Init.

**AIA Document A101® – 2017.** Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 23:15:55 ET on 07/21/2020 under Order No.4217069611 which expires on 11/01/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

**User Notes:**

(3B9ADA3D)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation exclusively in the Court of Common Pleas of Berks County, Pennsylvania. Claims shall not be subject to arbitration, except for compulsory arbitration as provided by the Berks County Rules of Civil Procedure. Contractor and Owner hereby irrevocably submit to the personal jurisdiction of the Court of Common Pleas of Berks County, Pennsylvania, and that the Contractor shall pay any legal fees (hereinafter, including, but not limited to, attorneys' fees, paralegals' fees, expert witness fees) and costs incurred by the Owner in connection with transferring a claim filed elsewhere to Berks County.

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, 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.)*

N/A

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

#### **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)*

Jeff Simcox  
2601 Grandview Boulevard  
West Lawn, PA 19609  
simjef@share.wilsons.org

**§ 8.3** The Contractor's representative:  
*(Name, address, email 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.

**§ 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, the A201-2017, as amended, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 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.)*

§ 8.7 Other provisions:

**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, as amended.
- .2 AIA Document A701™-2017, Instructions to Bidders, as amended
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended.
- .4 Performance and Payment Bonds.

*(Paragraph Deleted)*

- .5 Specifications/Drawings
- .6 Certificate of Insurance

Number	Title	Date	
.6	Specifications		
Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	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:**

| *(Paragraph Deleted)*

| *(Paragraph Deleted)*

| *(Table Deleted)*

| *(Table Deleted)*

**.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.)*

| The Bid and all documents submitted with it.

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

\_\_\_\_\_  
**Wilson School District**  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

# **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 23:15:55 ET on 07/21/2020.

## **PAGE 1**

Wilson School District  
2601 Grandview Boulevard  
West Lawn, PA 19609  
Tel. (610) 670-0180

...

Wilson School District – Whitfield Elementary School Secured Vestibule for Modular Classrooms Project

...

The Architect/Engineer (hereinafter and for purposes of this document and the contract documents, the “Architect”):

...

Consolidated Engineers

...

1022 James Drive

...

Leesport, PA 19533

## **PAGE 2**

### **EXHIBIT A – INSURANCE AND BONDS**

...

The Contract Documents consist of this Agreement, Conditions of the Contract (~~General, Supplementary,~~ (General 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. For the purpose of this Agreement, the term General Conditions as used herein shall mean the General Conditions of the Contract for Construction as modified by the Owner.

...

A date set forth in a notice to proceed issued by the Owner.

...

### § 3.3 Substantial Completion and Final Completion

PAGE 3

Not later than fourteen ( 14 ) calendar days from the date of commencement of the Work.

...

§ 3.3.1.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Project within seven (7) calendar days of Substantial

...

Completion.

...

§ 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:

...

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

...

<b>Item</b>	<b>Price</b>	<b>Conditions for Acceptance</b>
-------------	--------------	----------------------------------

...

**Price per Unit (\$0.00)**

<b>Item</b>	<b>Units and Limitations</b>	<b>Price per Unit (\$0.00)</b>
-------------	------------------------------	--------------------------------

PAGE 4

The Contractor and Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the cost of expenses incurred by the Owner resulting from the Contractor's delay in completing the Work of the Contract within the Contract Time, as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) per

calendar day that has not achieved Substantial Completion or Final Completion, for each calendar day of delay until the Work is substantially complete, subject to adjustments of the Contract Time as provided in the Contract Documents.

In the event Contractor's performance of the Work is delayed or suspended as a result of shutdown orders issued by governmental authorities in response to the Covid-19 Pandemic, Contractor shall be entitled to an equitable adjustment to the project schedule and/or the Contract Time. Contractor shall not be entitled to an equitable adjustment in the Contract Time to the extent that its failure to complete the Work within the Contract Time is due to inadequate staffing levels while Work may be performed and no shutdown order stopping the Work is in effect.

...

N/A

...

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

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect-Owner not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the same day of the following month. If an Application for Payment is received by the Architect-Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment. Owner receives the Application for Payment. The Contractor hereby waives any rights that the Contractor has or may have under the Pennsylvania Prompt Pay Act, 62 Pa.C.S.A. Section 3931, et seq. as amended from time to time.

...

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

...

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

...

- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional-Owner determines, in the Owner's judgment, to be reasonably justified.

**PAGE 5**

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect-Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;A201-2017, as modified;

...

- ...
- 4 For Work performed or defects discovered since the last payment application, any amount for which the ~~Architect~~ Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; A201-2017, as modified; and

...

Retainage shall be in accordance with 62 Pa. C.S. § 3921 and the Contract Documents.

...

When Owner and Contractor agree that project is 50% complete, retainage to be reduced to 5%, in accordance with 62 Pa. C.S. § 3921 and the Contract Documents. In accordance with 62 Pa. C.S. § 3921, the Owner may determine that a specific cause for greater withholding exists. The Owner may reject the reduction in retainage if the Contractor is not making satisfactory progress in its Work, or if the Owner determines that there is a specific cause for greater withholding. The Owner will consider the following items when reviewing a request for reduction in retainage and failure to meet any of the following requirements may be considered by the Owner as sufficient grounds for rejecting a reduction in retainage:

- .1 Satisfactory performance of the Work.
- .2 Satisfactory maintenance of the Project schedule.
- .3 Proper manning of the Project.
- .4 Satisfactory completion of the Work.
- .5 Satisfactory organization of the Project.
- .6 Proper organization and coordination of subcontractors.
- .7 Proper coordination of the Work.
- .8 All defective Work is materially delayed has been remedied or is in the process of being remedied.
- .9 Work completed is not in contention.
- .10 Satisfactory follow through of paperwork, certified payrolls, Change Order proposals, or Construction Change Directives.

...

The Owner's decision to reject a reduction of retainage shall be final and binding on the Contractor.

## PAGE 6

Upon the Owner's issuance of the Certificate of Substantial Completion, the retainage shall be equal to one hundred fifty percent (150%) of the cost to complete any then remaining, uncompleted, minor items. Owner may re

...

**§ 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; A201-2017, as modified.

- ...
- .1 the Contractor has fully performed the ~~Contract~~ Contract, including all items identified in the punchlist prepared at Substantial Completion, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, as amended, and to satisfy other requirements, if any, which extend beyond final payment; payment; .2 .the Contractor has delivered all close-out documents required by the Contract Documents, including, but not limited to, those documents identified in Section 9.10.2 of the General Conditions;

...

.3 the Contractor has completed all Work in compliance with all applicable codes, laws, ordinances and regulations that affect the Project, and the Work has passed all inspections; and

...

.2—4 a final Certificate for Payment has been issued by the Architect-Owner.

...

§ 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: the issuance of Owner’s Acceptance of the Contractor’s final Certificate for Payment, in accordance with the Contract Documents.:

...

3 % per annum

...

The Architect-Owner will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, as amended, 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-Owner.)*

...

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

**PAGE 7**

[ ]—Litigation in a court of competent jurisdiction-X ] Litigation exclusively in the Court of Common Pleas of Berks County, Pennsylvania. Claims shall not be subject to arbitration, except for compulsory arbitration as provided by the Berks County Rules of Civil Procedure. Contractor and Owner hereby irrevocably submit to the personal jurisdiction of the Court of Common Pleas of Berks County, Pennsylvania, and that the Contractor shall pay any legal fees (hereinafter, including, but not limited to, attorneys’ fees, paralegals’ fees, expert witness fees) and costs incurred by the Owner in connection with transferring a claim filed elsewhere to Berks County.

...

[ ]—Other (Specify)

...

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

...

N/A

...

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

...

Jeff Simcox  
2601 Grandview Boulevard  
West Lawn, PA 19609  
[simjef@share.wilsons.org](mailto:simjef@share.wilsons.org)

**PAGE 8**

**§ 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,~~ the A201-2017, as amended, 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.

...

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

...

.2 AIA Document A101™–2017, ~~Exhibit A, Insurance and Bonds-~~A701™–2017, Instructions to Bidders, as amended

...

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

...

.4 AIA Document E203™–2013, ~~Building Information Modeling-~~

...

~~and Digital Data Exhibit, dated as indicated below:~~Performance and Payment Bonds.

...

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

...

.5 ~~Drawings~~Specifications/Drawings

...  
6 Certificate of Insurance  
...

Number

Title

Date

Number

Title

Date

Section

Title

Date

Pages

Section

Title

Date

Pages

Number

Date

Pages

Number

Date

Pages

PAGE 9

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

...  
 ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~  
...

*(Insert the date of the E204 2017 incorporated into this Agreement.)*

...  
 ~~The Sustainability Plan:~~  
...



**Title**

**Date**

**Pages**

...

[ ] Supplementary and other Conditions of the Contract:

...

**Document**

**Title**

**Date**

**Pages**

...

The Bid and all documents submitted with it.

...

.

...

**Wilson School District**  
**OWNER (Signature)**

**CONTRACTOR (Signature)**

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Jennifer J. Hanlin, Esquire, 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 23:15:55 ET on 07/21/2020 under Order No. 4217069611 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)*