

AIA Document A101™ – 2017 Instructions

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

GENERAL INFORMATION
Purpose: AIA Document A101™-2017 is intended for use on construction projects where the basis of payment is a stipulated sum (fixed price). It is suitable for any arrangement between the Owner and Contractor where the cost has been set in advance, either by bidding or by negotiation.

Related Documents. This document has been prepared for use in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction, which is adopted into AIA Document A101-2017 by a specific reference. This integrated set of documents is suitable for most projects; however, for projects of limited scope, use of AIA Document A104™-2017 may be considered.

AIA Document A101-2017 is used as one part of the Contract Documents that memorialize the Contract for Construction between the Owner and the Contractor. The other Contract Documents are:
General Conditions (i.e., A201-2017)
Supplementary Conditions
Insurance and Bonds Exhibit (i.e., A101-2017, Exhibit A, Insurance and Bonds)
Drawings
Specifications
Modifications

Although the AIA does not produce standard documents for Supplementary Conditions, Drawings or Specifications, a variety of model and guide documents are available, including AIA's MASTERSPCC and AIA Document A503™, Guide for Supplementary Conditions.

AIA Document A101-2017 is published in conjunction with the following related documents:
A201™-2017, General Conditions of the Contract for Construction
A401™-2017, Agreement Between Contractor and Subcontractor
A701™-1997, Instructions to Bidders
B101™-2017, Agreement Between Owner and Architect
C401™-2017, Agreement Between Architect and Consultant
E203™-2013, Building Information Modeling and Digital Data Exhibit
E204™-2017, Sustainable Projects Exhibit
A503™, Guide for Supplementary Conditions
D503™, Guide for Sustainable Projects, including Commentary on AIA Sustainable Projects Documents

Insurance and Bonds. Unlike previous editions of AIA Document A101, which included a fill point to list the types and limits of insurance, and AIA Document A201, which listed general contractual terms regarding insurance, insurance terms relating to the type and amount of coverage have been removed from AIA Document A101-2017 and A201-2017 and have been included 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. This insurance and bonds exhibit forms an integral part of AIA Document A101-2017 and allows the parties to establish key insurance terms related to the Project. Failure to use AIA Document A101-2017 Exhibit A could result in the parties having little or no insurance coverage to respond to a loss or third party claim related to the Project. The AIA encourages you to discuss AIA Document A101-2017 Exhibit A, along with Article 11 of AIA Document A201-2017, with your insurance broker and legal counsel so that insurance appropriate to your company and Project can be put in place before the start of construction.

Dispute Resolution—Mediation and Arbitration. Through its adoption by reference of AIA Document A201-2017, AIA Document A101-2017 contains provisions for mediation and arbitration of claims and disputes. Mediation is a non-binding process, but is mandatory under the terms of this agreement. Arbitration may be mandatory under the terms

Article A.3 Contractor's Insurance and Bonds
§ A.3.2.1 Where the Contractor is required to maintain required insurance for a duration other than the period for completion of the Work, indicate the duration of required coverages in the fill point provided.

§ A.3.2.2.1 Indicate the applicable coverage limits for the Contractor's commercial general liability coverage.
§ A.3.2.2 Indicate the applicable coverage limits for the Contractor's automobile liability coverage.
§ A.3.2.6 Indicate the applicable coverage limits for the Contractor's employer's liability coverage.

§ A.3.2.8 Indicate the applicable coverage limits for the Contractor's professional liability coverage, if applicable.
§ A.3.2.9 Indicate the applicable coverage limits for the Contractor's pollution liability coverage, if applicable.

§ A.3.2.10 Where the Contractor will provide professional liability and pollution liability coverage under a combined policy, indicate the applicable coverage limits.
§ A.3.2.11 Indicate the applicable coverage limits for Contractor's insurance for maritime liability risks associated with operation of a vessel, if the Work requires such activities.

§ A.3.2.12 Indicate the applicable coverage limits for Contractor's insurance for use or operation of manned or unmanned aircraft, if the Work requires such activities.

§ A.3.2.1 Where the Contractor is required to maintain required insurance for a duration other than the period for completion of the Work, indicate the duration of required coverages in the fill point provided.

§ A.3.2.2 Section A.3.2 allows the Contractor to select whether it will provide other insurance coverage in addition to that required under Section A.3.2. If other insurance will be provided, check the appropriate box for each selected coverage under Section A.3.2 and indicate any applicable limits of coverage or other conditions in the space provided.

§ A.3.2.2.1 Section A.3.2.2.1 requires the Contractor, instead of the Owner, to provide builder's risk insurance, of the same type and scope satisfying the requirements identified in Section A.2.3. Where this requirement has been selected, the Owner is relieved of the obligation to provide builder's risk insurance except for those coverages required by Section A.2.3.1.3 and A.2.3.3. Where the Contractor's obligation to provide builder's risk insurance differs from Section A.2.3, the differences should be described in the fill point following A.3.2.2.1. Additionally, Article 11 of AIA Document A201-2017 requires that the Owner adjust and settle losses under the builder's risk insurance. If a party other than the Owner assumes this responsibility, that information should also be provided in the fill point.

§ A.3.4 Where the Contractor is required to provide payment and performance bonds, indicate the penal sum of each bond in the space provided.

Article A.4 Special Terms and Conditions
Indicate any special terms and conditions that modify the insurance and bonds exhibit in the space provided.

EXECUTING THE AGREEMENT
The persons executing AIA Document A101-2017 should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

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of this agreement. Arbitration is binding in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable but the parties may agree to arbitrate after the dispute arises. Even in those states, under certain circumstances (for example, in a transaction involving interstate commerce), arbitration provisions may be enforceable under the Federal Arbitration Act.

The AIA does not administer dispute resolution processes. To submit disputes to mediation or arbitration or to obtain copies of the applicable mediation or arbitration rules, call the American Arbitration Association at (800) 778-7879, or visit their Web site at www.adr.org.

Why Use AIA Contract Documents. AIA Contract Documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry—yet they are written, as far as possible, in everyday language. Finally, AIA Contract Documents are flexible: they are intended to be modified to fit individual projects, but in such a way that modifications are easily distinguished from the original, printed language.

Use of Non-AIA Forms. If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents.

Letter Forms of Agreement. Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of the Work on the basis of oral agreements or understandings. The standard AIA agreement forms have been developed through more than 100 years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

Standard Forms. Most AIA documents published since 1996 have contained in their titles the words "Standard Form." The term "standard" is not meant to imply that a uniform set of contractual requirements is mandatory for AIA members or others in the construction industry. Rather, the AIA standard documents are intended to be used as fair and balanced baselines from which the parties can negotiate their bargains. As such, the documents have won general acceptance within the construction industry and have been uniformly interpreted by the courts. Within an industry spanning 50 states—each free to adopt different, and perhaps contradictory, laws affecting that industry—AIA documents form the basis for a generally consistent body of construction law.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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Article 8 Miscellaneous Provisions

§ 8.2 Identify the Owner's representative and indicate how that person may be contacted.

§ 8.3 Identify the Contractor's representative and indicate how that person may be contacted.

§ 8.6 Section 1.6 of AIA Document A201–2017 allows the Owner and Contractor to provide notice in electronic form. It is recommended that the parties use AIA Document E203™—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for electronic communication. If AIA Document E203–2013 is not used, insert the requirements for delivering notice in electronic form such as the name, title, and email address of the recipient and whether the system will be required to generate a read receipt (recommended). While notice in electronic form may be provided as set forth in this provision, other protocols for the use or transmission of digital data and BIM are established through the use of E203–2013, pursuant to A201–2017 section 1.7.

§ 8.8 Insert other contract provisions here.

Article 9 Enumeration of Contract Documents

A detailed enumeration of all Contract Documents must be made in this article. Where optional documents that will be incorporated in Contract Documents are listed, check the appropriate box and insert an appropriate description of the document. List additional documents in Section 9.1.9 that will form part of the Contract Documents.

Insurance and Bonds Exhibit

AIA Document A101–2017 Exhibit A is the insurance and bonds exhibit for AIA Document A101–2017. AIA Document A101–2017 Exhibit A provides the general requirements relating to insurance and bonds as well as the specific policy limits and bond amounts for the Project. Insurance requirements under the exhibit are separated into those coverages that would typically be provided by the Owner and Contractor on all projects (required coverages) and other (optional) coverages that may be selected by the parties based on their specific needs and the needs of the Project.

AIA Document A101–2017 Exhibit A, as a stand-alone document, can be readily discussed with your insurance advisors and legal counsel. Additionally, AIA Document A101–2017 Exhibit A provides an easy reference for the insurance and bonding requirements related to your Project. However, it is important to note that additional terms related to insurance are found in Article 11 of AIA Document A201–2017. Users are strongly encouraged to review their insurance needs with legal and insurance counsel to determine the appropriate insurance requirements for their particular project. When forwarding AIA Document A101–2017 Exhibit A to your insurance broker or legal counsel, be sure to include, at a minimum, Article 11 of AIA Document A201–2017 as these terms will be important to reviewing AIA Document A101–2017 Exhibit A and advising you of appropriate coverage.

Date. Identify the date of the Agreement to which AIA Document A101–2017 Exhibit A is attached just as it appears on the cover page of the Agreement.

Project and Parties (Cover Page). Identify the Project and the parties just as they appear on the cover page of the Agreement.

Article A.2 Owner's Insurance

§ A.2.3.1.1 Insert the cause of loss and any applicable sub-limits.

§ A.2.3.1.2 Insert the type of coverage and any applicable sub-limits.

§ A.2.4 Section A.2.4 allows the Owner to select extended property insurance coverage that will be purchased and applicable to the Project. For each of the extended property insurance coverages applicable to the Project, check the appropriate box and indicate any limits of coverage or any other applicable conditions in the space below the selected coverage.

§ A.2.5 Section A.2.5 allows the Owner to select whether it will provide cyber security insurance or any other types of coverage for the Project. If cyber security insurance will be provided, check the box for Section A.2.5.1 and indicate any applicable limits of coverage or other conditions in the space provided. Where other insurance coverage will be provided by the Owner, check the box for Section A.2.5.2 and indicate the type of coverage and any applicable limits.

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Article 5 Payments

§ 5.1.2 Insert the time period covered by each Application for Payment if it differs from the one given.

§ 5.1.3 Insert the time schedule for presenting Applications for Payment, and indicate due dates for making progress payments. The last day upon which Work may be included in an Application should normally be no less than 14 days prior to the payment date. In consideration of the 7 days required for the Architect's evaluation of an Application and issuance of a Certificate for Payment and the time subsequently accorded the Owner to make Payment in Article 9 of AIA Document A201-2017, The Contractor may prefer a few additional days to prepare the Application. Due dates for payment should be applicable to both the Owner and Contractor. They should allow sufficient time for the Contractor to prepare an Application for Payment, for the Architect to certify payment, and for the Owner to make payment of the Architect's certified amount. They should also be in accordance with time limits established by this Article and Article 9 of AIA Document A201-2017.

§ 5.1.7.1 Indicate the percent retainage, if any, to be withheld when computing the amount of each progress payment. The Owner frequently pays the Contractor the bulk of the earned sum when payments fall due, retaining a percentage to ensure faithful performance. These percentages may vary with circumstances and localities.

§ 5.1.7.1.1 Certain items included in the Contract Sum may be excluded from the calculation of retainage. Where there are any limitations or exclusions from retainage, list those items.

§ 5.1.7.2 The AIA endorses the practice of reducing retainage as rapidly as possible, consistent with the continued protection of all affected parties. A provision for reducing retainage should provide that the reduction will be made only if the Architect judges that the Work is progressing satisfactorily. If the Contractor has furnished a bond, demonstration of the surety's consent to reduction in or partial release of retainage must be provided before such reduction is effected. Use of AIA Document (7)71A™ is recommended. Insert terms for reduction or limitation of retainage.

§ 5.1.7.3 Often, the majority of retainage is released upon Substantial Completion of the Work. However, the Owner may continue to retain some portion of retainage to cover the remaining Work to be completed. Insert any conditions for release of retainage upon Substantial Completion. Where bonds have been provided by the Contractor, consent of surety should be obtained as outlined in Section 5.1.7.2 above.

§ 5.2.2 Insert the date by which the Owner shall make final payment, if it differs from the one stated. When final payment is requested, the Architect should ascertain that all claims have been settled or should define those which remain unsettled. The Architect should obtain the Contractor's certification required by Article 9 of A201-2017 and must determine that, to the best of the Architect's knowledge and belief and according to the Architect's final inspection, the requirements of the Contract have been fulfilled.

§ 5.3 Payments due and unpaid under the Contract bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located. If a different interest rate is to be paid, insert the amount here.

Article 6 Dispute Resolution

§ 6.1 In this section, the Owner and Contractor may identify an Initial Decision Maker to render initial decisions on claims arising between them. If the parties do not identify an Initial Decision Maker, then the Architect will provide initial decisions.

§ 6.2 Select from three choices of binding dispute resolution: (1) arbitration, (2) litigation or (3) another method that the parties must identify. Other types of dispute resolution include a dispute resolution board or a mini-trial. For additional information about other methods of dispute resolution, refer to *The Construction Industry's Guide to Dispute Avoidance and Resolution*, free online at www.adr.org.

Article 7 Termination or Suspension

§ 7.1.1 AIA Document A201-2017, Section 14.4.3, requires payment of a termination fee to the Contractor in the event that the Owner terminates the Contractor for convenience. Insert here, the amount of the termination fee or the method for calculating the termination fee. For example, the Owner and Contractor may agree to progressively increase the termination fee up to fifty percent completion and then agree to progressively reduce the Contractor's termination fee until Substantial Completion. The parties may also agree to begin with a large termination fee that is progressively reduced as the Project progresses.

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CHANGES FROM THE PREVIOUS EDITION

AIA Document A101-2017 revises the 2007 edition of AIA Document A101 to reflect changes made in AIA Document A201-2017. It incorporates alterations proposed by architects, contractors, owners, and professional consultants. The following are some of the significant changes made to AIA Document A101™-2007.

Throughout, References in AIA Document A101-2017 to the General Conditions refer specifically to AIA Document A201-2017.

Article 3 Date of Commencement and Substantial Completion

§ 3.1. The format for the date of commencement of the work has been changed to a check box allowing the parties to select either (1) the date of the Agreement, (2) the issuance of a notice to proceed (NTP) by the Owner, or (3) a different date as agreed by the parties. To the extent that the Owner needs additional time to file mortgages or security interests or delay the Project start for reasons other than the issuance of a NTP, the parties would select (and complete) option 3.

§ 3.3.1 A check box has been added so that the parties can select whether Substantial Completion of the entire Work will be achieved no later than a specified calendar date or within a certain number of days from the date of commencement.

§ 3.3.2 This section has been added to allow for Substantial Completion of certain phases of the Project to be completed prior to the Substantial Completion date for the entire Work set forth in Section 3.3.1 (tiered Substantial Completion dates). This can be used when portions of the Work will be completed and occupied by the Owner prior to Substantial Completion of the entire Work.

§ 3.3.3 Because liquidated damages are a function of the Contractor's failure to achieve Substantial Completion within the Contract Time, this section has been added to cross-reference the fill point for liquidated damages in Article 4 (relating to adjustments in the Contract Sum).

Article 4 Contract Sum

§ 4.2 In order to clarify the handling of alternates on a Project, this provision has been modified to clearly identify alternates that are accepted at the time of contract execution and those alternates that may be accepted after a condition precedent has been met. This clarifies information previously included in a parenthetical instruction.

§ 4.5 A fill point has been included for the parties to specify a liquidated damages provision or amount. The parties are free to define liquidated damages in this section as they may mutually agree; however, consultation with legal counsel is encouraged.

§ 4.6 As discussed at 4.5 above, AIA Document A101-2007 included a fill point to add a liquidated damages provision and a bonus provision. This fill point was referenced in a parenthetical instruction. Because liquidated damages have been given a separate fill point, a fill point titled "other" has been included to allow the parties to list a bonus provision or other provision that will allow for adjustment of the Contract Sum.

Article 5 Payments

§ 5.1.6 The Provisions for the calculation of progress payments have been clarified and simplified to clearly delineate the basis for each progress payment.

§ 5.1.7 A more prescriptive provision on retainage has been included that will allow the parties to clearly delineate the retainage amount, exclusions from retainage, and how retainage may be reduced at Substantial Completion.

Article 7 Termination or Suspension

§ 7.1.1 A fill point has been added for the parties to identify the termination fee that the Owner would pay to the Contractor in the event of a termination for convenience. This provision works in conjunction with Section 14.4.3 of AIA Document A201-2017.

Article 8 Miscellaneous Provisions

§ 8.5 This new provision states that the parties will provide insurance and bonds as required in the insurance and bonds exhibit, AIA Document A101-2017 Exhibit A. This replaces Article 10 of A101-2007 with AIA Document A101-2017 Exhibit A. Details on completing AIA Document A101-2017 Exhibit A are included below. It is also important to note that additional insurance provisions are included in Article 11 of AIA Document A201-2017. New for 2017 is a

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requirement that insurance and bonds be issued by companies lawfully licensed to issue insurance and bonds, as the case may be, in the jurisdiction where the Project is located. Information regarding insurers and sureties submitted to write insurance or issue bonds in your jurisdiction can be found by contacting the insurance commissioner in each state. Contact information for each state's insurance commissioner can be obtained from the National Association of Insurance Commissioners.

§ 8.6 A new provision is included that will allow the parties to describe how notice may be given in electronic format. This provision works in conjunction with the revised notice provisions found in Article 1 of AIA Document A201... 2017. The default for providing notice in electronic format will be through the use of AIA Document E2031x-2013. Building Information Modeling and Digital Data Exhibit. However, if the parties elect not to use AIA Document E2031-2013, notice in electronic format may be given as specified by the parties in the fill/pain.

Article 9 Enumeration of the Contract Documents

§ 9.1.8 This section has been included to allow the parties to incorporate certain optional documents as Contract Documents by checking the appropriate box. Note that AIA Documents E2041x-2017, Sustainable Projects Exhibit, and any applicable Sustainability Plan may be incorporated as a Contract Document. These documents will be used where the Project is required to achieve a Sustainable Objective, as specified by the Owner, and will include key provisions applicable to the Owner-Contractor Agreement. For specifics about the use of E2041-2017, please see the instructions accompanying the document.

USING AIA01-2017

Notices, Prospective bidders should be informed of any additional provisions which may be included in AIA Document A101-2017, such as for liquidated damages or for stored materials, by an appropriate notice in the Bidding Documents and the provisions for Supplementary Conditions.

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments. Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions.

Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and elude legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work, and violate the AIA's copyright.

Cover Page

Date. The date represents the date the Agreement becomes effective. It may be the date an original oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. It will be the date from which the Contract Time is measured unless a different date is inserted under Section 3.1.

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Parties. Parties to the Agreement should be identified using the full address and legal name under which this Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, limited liability, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached. Other information may be added, such as telephone numbers and electronic addresses.

Project. The proposed Project should be described in sufficient detail to identify: (1) the official name or title of the facility; (2) the location of the site; and (3) a brief description of the Project, including the proposed building usage, size, and capacity or scope of the Project.

Architect. As in the other AIA Contract Documents, the Architect's full legal or corporate title should be used.

Article 2. The Work of This Contract
If portions of the Work are to be performed by persons or entities other than the Contractor, these should be indicated in the Supplementary Conditions.

Article 3. Date of Commencement and Substantial Completion
The following items should be included as appropriate:

§ 3.1 The date of commencement of the Work should be identified by checking the appropriate box. The date of commencement could be the date of this Agreement, a date set forth in a notice to proceed issued by the Owner, or another date using a method established by the parties. It is important to note that if a selection is not made, the default will be the date of the Agreement.

§ 3.1.1 The time within which Substantial Completion of the Work is to be achieved may be expressed as a number of calendar days or as a specified date. Select the appropriate box and insert the date or number of days as appropriate. If a specified date is used and the date of commencement is to be given in a notice to proceed, these dates must be carefully coordinated to allow sufficient time for completion of the Work.

§ 3.2 Where portions of the Work may be occupied and used prior to Substantial Completion of the entire Work, each portion of the Work can be described in this section and the Substantial Completion date for each portion of the Work may be indicated.

Article 4. Contract Sum
§ 4.1 Enter the Contract Sum payable to the Contractor.

§ 4.2.1 Identify any alternates described in the Contract Documents and accepted by the Owner as included in the Contract Sum.

§ 4.2.2 List other alternates which may be accepted subsequent to this document's execution, including the price of each alternate and the conditions for acceptance.

§ 4.3 Identify and state the amount of any allowances included in the Contract Sum.

§ 4.4 Identify unit prices and state quantity limitations, if any, to which the unit price will be applicable.

§ 4.5 Insert the amount and any conditions for liquidated damages relating to failure to achieve Substantial Completion of the Work, or designated portion of the Work, on time. Liquidated damages are not a penalty to be inflicted on the Contractor, but must bear an actual and reasonably estimable relationship to the Owner's loss if construction is not completed on time. If a provision for liquidated damages is included, it should be carefully drafted by the Owner's attorney and acceptable to the Contractor's attorney. For further information on liquidated damages see AIA Document A503, Guide for Supplementary Conditions.


§ 4.6 Insert terms and conditions for any bonuses or other incentives that might result in a change to the Contract Sum. For further information on terms and incentive provisions, see AIA Document A503, Guide for Supplementary Conditions.

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Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A4. SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

 **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)
Couples Creating Opportunities, LLC
5711 Berkeley Drive
New Orleans, Louisiana 70131

and the Contractor:
(Name, legal status, address and other information)
RYOARS Construction, LLC
503 Coleman Place, Kenner, LA 70062
Phone: 504-305-5309

for the following Project:
(Name, location and detailed description)
Interior Renovation per plans drawn by Ole Orleans Design dated 6-10-2021 stamped by James Chauvin

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.

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

The Owner and Contractor agree as follows:

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
- 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 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.

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the insurer of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(If there the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

§ A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each employee, and (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ 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.)

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 _____

§ 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 (\$235,000.00), 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 _____

§ 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.)

Item	Price
None	

§ 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)
None		

§ 4.5 Liquidated damages, if any: None
(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.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be 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 Architect not later than the _____ day of _____ a month, the Owner shall make payment of the amount certified to the Contractor not later than the _____ day of _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than _____ day of _____ (14) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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§ 4.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverages shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ 4.3.2 Contractor's Required Insurance Coverage

§ 4.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ 4.3.2.2 Commercial General Liability

§ 4.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including:

1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
2. personal injury and advertising injury;
3. damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
4. bodily injury or property damage arising out of completed operations; and
5. the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ 4.3.2.2.2 The Contractor's Commercial General Liability policy under this Section 4.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
8. Claims related to roofing, if the Work involves roofing.
9. Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
10. Claims related to earth subsidence or movement, where the Work involves such hazards.
11. Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ 4.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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§ A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the Insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

§ A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work arising out of physical loss or damage covered by the required property insurance, including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below:

§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

§ A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General
§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 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.)

§ 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 5.3.2, 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;
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, 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.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

Initial

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Initial

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§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the commencement of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the boxes next to the descriptions of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance. To reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

§ A.2.4.2 Ordinance or Law Insurance. For the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

§ A.2.4.3 Expediting Cost Insurance. For the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

§ A.2.4.4 Extra Expense Insurance. To provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

§ A.2.4.5 Civil Authority Insurance. For losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the Initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials and equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

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§ 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)
Couples Creating Opportunities, LLC
5711 Berkeley Drive,
New Orleans, LA 70131
Contact Name: Dexter Ruffin

Int.

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

RYCARS Construction, LLC
503 Coleman Place, Kenner, LA 70062
Contact Name: Ryan E Burks
Phone: 504-305-5309
Email: ryemburks@rycars.com

§ 8.4 Neither the Owner 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, 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 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
- 2 AIA Document A101™, 2017, Exhibit A, Insurance and Bonds
- 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.)

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 **Document A101™ – 2017 Exhibit A**
Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the _____ day of _____, 20____, in the year _____.
(In work, indicate day, month and year.)

For the following PROJECT:
(Name and location or address)

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

THE OWNER:
(Name, legal status and address)

Couples Creating Opportunities, LLC
5711 Berkeley Drive,
New Orleans, LA 70131

THE CONTRACTOR:
(Name, legal status and address)

RYCARS Construction, LLC
503 Coleman Place,
Kenner, LA 70062

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General
Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the respective insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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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.)

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

Dexter Ruffing
OWNER (Signature) 9/28/2021

Dexter Ruffing, COO
(Printed name and title)

Ryan E. Burks
CONTRACTOR (Signature)

Ryan E. Burks, President
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

5 Drawings

Number	Title	Date
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6 Specifications

Section	Title	Date	Pages
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7 Addenda, if any:

Number	Date	Pages
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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:

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

AIA Document E204FV-2017, Sustainable Project Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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