



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 Fifth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

Fridley Public Schools
6000 West Moore Lake Drive
Fridley, MN 55432

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

Environmental Plant Services, Inc.
2315 Hampden Avenue
Saint Paul, MN 55114

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

Fridley Middle School
Spring/Summer 2026 Asbestos Removal
6000 West Moore Lake Drive
Fridley, MN 55432

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

Institute for Environmental Assessment, Inc.
9201 West Broadway North, Suite 600
Brooklyn Park, MN 55445-1924

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

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

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: July 31, 2026

§ 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
Not Applicable	

§ 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 Two Hundred Eighty-Seven Thousand Four Hundred Forty Dollars and Zero Cents (\$ 287,440.00), 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
Not Applicable	

§ 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
Add Alternate 1: Removal of Mudded Fittings in Tunnel from Pool to Mechanical Room by Room 180B	Five Thousand Dollars and Zero Cents \$5,000.00	District Approval

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

(Identify each allowance.)

Item	Price
Not Applicable	

§ 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)
Unit Price 1: Asbestos Supervisor (Foreman)	Hour	\$165.00
Unit Price 2: Asbestos Worker	Hour	\$160.00
Unit Price 3: Additional Mobilizations	Round Trip	\$900.00

§ 4.5 Liquidated damages, if any:

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

Assessed in Accordance with AIA Document A201 and Modifications (Section 00810, Article 2)

§ 4.6 Other:

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

Not Applicable

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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User Notes:

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§ 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:

As Specified

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the N/A day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the N/A day of the 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 (N/A) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be 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.)

Five Percent (5%)

§ 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.)

Not Applicable

§ 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.)

Not Applicable

§ 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.)

Not Applicable

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

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

Not Applicable

§ 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.)

0.00 %

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.)

Not Applicable

§ 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.)

Not Applicable

§ 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)

Mike Voss
Institute for Environmental Assessment, Inc.
9201 West Broadway, Suite 600
Brooklyn Park, MN 55445-1924

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

Lance Valerius
Environmental Plant Services, Inc.
2315 Hampden Avenue
Saint Paul, MN 55114

§ 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 and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 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 a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, 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.)

Not Applicable

§ 8.7 Other provisions:

Not Applicable

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 Not Applicable
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Print Number	Title	Date
AD101	Demolition Plan Area A	Not Applicable
AD102	Demolition Plan Area B	Not Applicable
AD103	Demolition Plan Area D	Not Applicable
AD104	Demolition Plan Area E	Not Applicable
AD105	Demolition Plan Area F	Not Applicable
AD106	Demolition Plan Area G	Not Applicable

.6 Specifications

Section	Title	Date	Pages
Table of Contents (Exhibit A)	Section 00010 - Table of Contents	1/13/26	00010-1 through 00010-2

.7 Addenda, if any:

Number	Date	Pages
Not Applicable		

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:

(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
Not Applicable		

- Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Performance and Labor & Material Payment Bonds	Section 00610 - Performance and Labor	1/13/26	00610-1

	& Material Payment Bonds		
Supplementary Conditions	Section 00800 - Supplementary Conditions	1/13/26	00800-1 through 00800-6
Modifications to General Conditions	Section 00810 - Modifications to General Conditions	1/13/26	00810-1 through 00810-8
Additional Articles	Section 00820 - Additional Articles	1/13/26	00820-1

- .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.)

Construction Schedule (Exhibit B)

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

OWNER *(Signature)*

BY: Brenda Lewis, Superintendent

(Printed name and title)



CONTRACTOR *(Signature)*

BY: Lance Valerius, Project Manager

(Printed name and title)

Exhibit A
SECTION 00010
Table of Contents

Introductory Information

00001	Project Title Page
00005	Certifications Page
00010	Table of Contents
00015	List of Drawings

Bidding Requirements

00100	Advertisement for Bids
00200	Instructions to Bidders (AIA A701)
00205	Modifications to Instructions to Bidders
00210	Supplementary Instructions to Bidders

Bid Forms and Supplements

00410	Quote Form
00430	Construction Schedule

Contracting Requirements

00610	Performance and Labor and Material Payment Bonds (AIA A312)
00700	General Conditions (AIA A201)
00800	Supplementary Conditions
00810	Modifications to General Conditions
00820	Additional Articles

Division 1 - General Requirements

01013	Summary of Work – Asbestos Abatement
01028	Applications for Payment – Asbestos Abatement
01043	Coordination – Asbestos Abatement
01097	Reference Standards & Definitions – Asbestos Abatement
01098	Codes, Regulations and Standards – Asbestos Abatement
01301	Submittals – Asbestos Abatement
01503	Temporary Facilities – Asbestos Abatement
01513	Temporary Pressure Differential and Air Circulation System
01526	Temporary Enclosures
01527	Regulated Areas
01529	Mini Enclosures and Glovebags
01560	Worker Protection – Asbestos Abatement
01562	Respiratory Protection
01563	Decontamination Units
01701	Contract Closeout – Asbestos Abatement
01711	Project Decontamination

Exhibit A

Division 2 - Site Work

02061 Building Component Demolition – Asbestos Abatement
02081 Removal of Asbestos-Containing Materials
02084 Disposal of Asbestos-Containing Material
02087 Resilient Flooring Removal

Appendix A Responsible Contractor Document
Appendix B Prevailing Wage Rates

Exhibit B

SECTION 00430

Construction Schedule

Project: Fridley Middle School – Spring/Summer 2026 Asbestos Removal

Contractor: Lance Valerius

Name 2315 Hampden Ave

Address St. Paul MN 55114

City/State/Zip

Contract Start Date: 4-6-2026

Contract Completion Date: 7-31-2026

	Phase 1 Work Dates	# of Workers per Shift	Phase 2 Work Dates	# of Workers per Shift
Preparation of Work Area	From: Per Spec To:	3	From: Per Spec To:	8
Removal and Decontamination	From: To:	↓	From: To:	↓
Clearance Air Testing	From: To:	↓	From: To:	↓
Removal of Isolation	From: To:	↓	From: To:	↓

	Phase 3 Work Dates	# of Workers per Shift	Phase 4 Work Dates	# of Workers per Shift
Preparation of Work Area	From: Per Spec To:	7	From: Per Spec To:	8
Removal and Decontamination	From: To:	↓	From: To:	↓
Clearance Air Testing	From: To:	↓	From: To:	↓
Removal of Isolation	From: To:	↓	From: To:	↓

	Phase 5 Work Dates	# of Workers per Shift	Phase 6 Work Dates	# of Workers per Shift
Preparation of Work Area	From: Per Spec To:	8	From: Per Spec To:	5
Removal and Decontamination	From: To:	↓	From: To:	↓
Clearance Air Testing	From: To:	↓	From: To:	↓
Removal of Isolation	From: To:	↓	From: To:	↓

Exhibit B

	Phase 7 Work Dates	# of Workers per Shift
Preparation of Work Area	From: Per Spec To:	2
Removal and Decontamination	From: To:	
Clearance Air Testing	From: To:	
Removal of Isolation	From: ↓ To:	↓

Comments: