

CONSTRUCTION AGREEMENT

**THIS CONSTRUCTION AGREEMENT**(“Agreement”) is entered into effective      , 20  , by and between Regents of the University of Minnesota (“University”), a Minnesota constitutional corporation, with its principal place of business at 600 McNamara Alumni Center, 200 Oak Street SE, Minneapolis, MN 55455-2020, and       (“Contractor”), with its principal place of business at      . This Agreement is entered into by the University through University Services, Capital Project Management.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University and the Contractor agree as follows:

**1.** The Contractor shall fully perform all of the Work described in the Contract Documents for the       project (#     ).

**2.** Contract Time for performance of the Work shall commence on the date the University issues the written

Notice to Proceed

Proceed Order

and shall be substantially complete

within       (     ) calendar days after the Notice to Proceed, OR

within       (     ) calendar days after the Proceed Order, OR

on      .

Time is of the essence in the performance of this Agreement.

**3.** The University shall pay the Contractor in current funds for the Contractor’s performance of this Agreement the sum of       and   /100 Dollars ($     ), subject to adjustments made by Change Orders.

**4.** The following are incorporated into this Agreement by reference: the Request for Proposals issued by the University.

**5.** The Contract Documents consist of this Agreement, Conditions of the Contract (General Conditions of the Contract for Construction, American Institute of Architects, Inc. (AIA) Document A201-2007 as modified by the University, Supplementary and other conditions, if any), Drawings, Specifications prepared by      , Addenda issued prior to execution of this Agreement, and Change Orders issued after the date of this Agreement.

**6.** Terms not defined in this Agreement shall have the meanings assigned to them in the General Conditions. ‘Change Order Mark-up,’ as defined in Section 7.3.7 of the General Conditions shall mean      , subject to the following provisions of said Section.

Project Name:

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The University and Contractor, each for itself represents that it is duly authorized to enter into this Agreement, and undersigned representatives of the University and Contractor each hereby represents that they are duly authorized to execute this Agreement, which Agreement constitutes the entire agreement between the University and Contractor and supersedes and merges all earlier understandings written or oral.

**AGREED.**

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| By:  Date:  Name:  Title: | **Regents of the University of Minnesota**  By:  Date:  Name: Scott Everson  Title: Director Capital Project Management |
|  | ***--OR--***  By:  Date:  Name: Bruce L. Gritters  Title: Assistant Vice President  Capital Project Management |
|  | ***--OR--***  By:  Date:  Name: Alice Roberts-Davis  Title: Vice President of University Services |