

**Standard Form of Agreement Between Owner and Contractor**  
*where the basis of payment is a STIPULATED SUM*

**AGREEMENT** made as of the Fourth day of March in the year of Two Thousand Four  
*(In words, indicate day, month and year)*

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

City of Jonesboro, 515 West Washington, Jonesboro, Arkansas 72401

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

Robinson Electric Inc., 2314 N. 12th Avenue, Paragould, Arkansas 72450

The Project is:  
*(Name and location)*

*MAL BR*

Parker Park Community Center 2003 Re-Bid

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

Cahoon Firm, P.A., P.O. Box 6076, Jonesboro, Arkansas 72403

The Owner and Contractor agree as follows.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

*AIA Document A201-1997, 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.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

**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; these 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 Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Bidder agrees to commence work within ten (10) days from the date of Notice to proceed from Owner and to fully complete the project in 160 consecutive calendar days.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:



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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

Bidder hereby agrees to commence work under this contract within (10) days of the "Notice to Proceed" of the Owner and to fully complete this project in 160 consecutive calendar days.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

If the construction of the project is not Substantially Complete by the date specified on the Bid Proposal form, the Contractor or the Contractor's Surety Company will be assessed DAMAGES in amount of \$ 150.00 per calendar day until the project is Substantially Complete. The work will not be considered Substantially Complete until the Architect has approved the Contractor's Application and Certification for Payment based upon 100% completion.

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## 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 Seventy one thousand eight hundred twenty-five dollars and no/100. Dollars (\$ 71,825.00 ), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

4.3 Unit prices, if any, are as follows:

Item Number One:

The unit prices listed shall be used for computing the cost of all work added to or deducted from the contract drawings and specifications, as they may apply. Unit prices shall include the cost of labor and materials together with taxes, overhead and profit for material installed in place: 1. Price per cubic yard for under current and replacement of unsuitable materials required due to variation from assumed quantities established in Section 02200. 3.01 D.C.Y.

Add: \$ 12.00/C.Y. Deduct: \$ 12.00/C.Y.



## 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

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the 30th day of a month, the Owner shall make payment to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 15 days after the Architect receives the Application for Payment.

**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, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.1.5** Applications for Payment shall indicate 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** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997.
- .2 Add 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), less retainage of percent ( %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

**5.1.7** The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

**5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

The Owner will retain from each progress payment an amount equal to 10% of the work completed to date until the work completed amounts to 50% through Substantial Completion. No retainage will be held on materials properly stored at the site or in the Contractor's warehouse when all insurance requirements are met.

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**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 Subparagraph 12.2.2 of AIA Document A201-1997, 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:

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## **ARTICLE 6 TERMINATION OR SUSPENSION**

**6.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

**6.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

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## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** 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.)*

*Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** The Owner's representative is:  
*(Name, address and other information)*

Mr. Jim McKinnon, 515 West Washington, P.O. Box 1845 Jonesboro, Arkansas 72403

**7.4** The Contractor's representative is:  
*(Name, address and other information)*

Mr. Jim Rowe, Division Manager, 2314 N. 12th Avenue, Paragould, Arkansas 72450

**7.5** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

**7.6** Other provisions:



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**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated February 12, 2004, and are as follows:

Document	<sup>M.O.C. BK</sup> Title	Pages
<u>Refer to Attached Table of Contents</u>		<u>3 pages</u>

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8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
<u>Refer to Attached Table of Contents</u>		<u>3 pages</u>

AIA Document A201-1997, 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.

8.1.5 The Drawings are as follows, and are dated February 12, 2004 unless a different date is shown below:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
<u>Refer to Drawings</u>	<u>Index of Drawings</u>	<u>February 12, 2004</u>

This document has been approved and endorsed by The Associated General Contractors of America.

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.



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Bob Robinson, President  
*(Printed name and title)*

*Jim Rowe*

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PART 1 GENERAL

1.01 The following drawings dated, February 12, 2004 bearing the Architect's Project Number 0329 with these Specifications forms the Contract Documents:

PART 2 DRAWINGS

Cover Sheet

ARCHITECTURE:

- A1 Site Plan, Floor Plan, Elevations, Details, Wall Sections and Details
- A2 Wall Sections and Details

STRUCTURAL

- S1 Foundation Plan and Details
- S2 Structural Section and Details

MECHANICAL

- ME1 Mechanical and Electrical Plans and Notes

\*\*\*END OF DOCUMENT\*\*\*

**BIDDING AND CONTRACT DOCUMENTS**

Document 00010	Invitation to Bid Instruction to Bidders AIA Document A701
Document 00120	Supplementary Instructions to Bidders
Document 00300	Bid Proposal Form
Document 00500	Agreement Forms
Document 00600	Bonds and Certificates
Document 00700	General Conditions General Conditions of the Contract for Construction AIA Document A201
Document 00800	Modifications to General Conditions
Document 00825	Liquidated Damages
Document 00840	Wage Rate
Document 00850	Index of Drawings

**SPECIFICATIONS****DIVISION 1 - GENERAL REQUIREMENTS**

Section 01010	Summary of Work
Section 01025	Measurement and Payment
Section 01026	Schedule of Values
Section 01027	Payment Procedures
Section 01030	Alternates
Section 01035	Modification Procedures
Section 01037	Weather Delays
Section 01040	Coordination
Section 01060	Regulatory Requirements
Section 01090	Reference Standards
Section 01200	Project Meetings
Section 01300	Submittals
Section 01310	Progress Schedules
Section 01390	Administrative Logs
Section 01400	Quality Control
Section 01500	Construction Facilities & Temporary Controls
Section 01580	Project Identification and Signs
Section 01600	Materials and Equipment
Section 01700	Contract Closeout

**DIVISION 2 – SITEWORK**

Section 02010	Subsurface Investigation
Section 02200	Earthwork
Section 02280	Soil Treatment

**DIVISION 3 – CONCRETE**

Section 03100	Concrete Formwork
Section 03180	Concrete Epoxy Adhesives
Section 03200	Concrete Reinforcement
Section 03300	Cast-in-Place Concrete
Section 03370	Concrete Curing

**DIVISION 4 - MASONRY**

Section 04100	Mortar and Grout
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**DIVISION 5 - METALS**

Section 05500	Metal Fabrications
Section 05900	Miscellaneous Metals



DIVISION 6 – NOT USED

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

- Section 07190 Vapor Retarders
- Section 07210 Building Insulation
- Section 07620 Sheet Metal Flashing and Trim
- Section 07920 Sealants and Caulking

DIVISION 8 - DOORS AND WINDOWS

- Section 08100 Standard Steel Frames
- Section 08112 Standard Steel Doors
- Section 08210 Wood Door Section
- Section 08360 Sectional Overhead Doors
- Section 08700 Finish Hardware

DIVISION 9 – FINISHES

- Section 09880 Protective Coatings for concrete
- Section 09900 Painting

DIVISION 10 – SPECIALTIES

- Section 10522 Fire Extinguishers and Cabinets

DIVISION 11—NOT USED

DIVISION 12 – NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION

- Section 13122 Metal Building Systems

DIVISION 15 - MECHANICAL

- Section 15010 Basic Mechanical Requirements
- Section 15140 Supports and Anchors
- Section 15243 Seismic Restraint
- Section 15260 Piping Insulation
- Section 15290 Ductwork Insulation
- Section 15781 Package Air Conditioning Units
- Section 15885 Air Cleaning Devices
- Section 15890 Ductwork
- Section 15910 Ductwork Accessories
- Section 15936 Air Inlets and Outlets
- Section 15990 Testing, Adjusting, and Balancing

DIVISION 16 - ELECTRICAL

- Section 16100 General Electrical Instructions
- Section 16130 Boxes
- Section 16150 Connections to Equipment Furnished by Others
- Section 16200 Electrical Equipment
- Section 16300 Electrical Wiring

DETAIL DRAWINGS

- 0250-1 Exterior Concrete Detail
- 0250-2 Exterior Concrete Joints
- 0284-1 Bollard Detail
- 0301-2 Interior Slab Details
- 0320-1 Concrete Reinf. Detail
- 0330-2 Turndown Footing
- 0330-3 Turndown Footing

0332-1	Turndown Footing
0335-1	Tie Beam
0339-1	Slab Edge Detail
0762-1	Closer Detail
0810-1	Metal Door Elevations
0820-5	Wood Door Elevations
0827-1	Door Frame
0827-2	Door Frame
0828-1	Overhead. Door Jamb
0836-1	Overhead Door Elevation

\*\*\*END OF DOCUMENT\*\*\*