

 **AIA**® Document A101™ – 1997

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

AGREEMENT made as of the **Twenty First** day of **January**
in the year of **Two Thousand Eight**
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)
Jet Systems
City of Jonesboro
110 South Gee Street
Jonesboro, AR 72403-1845

and the Contractor:
(Name, address and other information)
American Petroleum Sales & Service
1705 East 5th Street
North Little Rock, AR 72114

The Project is:
(Name and location)
Jets Department
City of Jonesboro
110 South Gee Street

The Architect is:
(Name, address and other information)
N/A

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

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.

The Owner and Contractor agree as follows.

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.)

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:

§ 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 **sixty** 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.)

, 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.)

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 **Twenty-Three Thousand Five Hundred ~~Forty~~ ^{Thirty} Dollars** (\$ **23,534.00**), 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)

N/A

§ 4.3 Unit prices, if any, are as follows:

N/A

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:

See Exhibit "A" Terms of Payment dated August 2, 2007.

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of _____ month, the Owner shall make payment 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 shall be made by the Owner not later than _____ (_____) 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 Section 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 Section 9.5 of AIA Document A201-1997.~~

§ 5.1.7 The progress payment amount determined in accordance with Section 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
(Section 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 Section 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 Sections 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.)

§ 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 Section 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:

Net Due Upon Completion

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.

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.)*

3% Per Month

(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)

City of Jonesboro
Jets Department
110 South Gee Street
Jonesboro, AR 72403-1845
(501) 932-0740

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

American Petroleum Sales & Service
1705 East 5th Street
North Little Rock, AR 72114
(501) 955-2502

§ 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:

N/A

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 _____, and are as follows:

Document	Title	Pages
N/A		

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

Section	Title	Pages
N/A		

§ 8.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
N/A		

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
N/A		

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.)

Exhibit "A" Quote dated August 2, 2007. Includes Scope of Work, Clarifications/Exclusions, and Base Bid. (Three Pages)

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.

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.

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*American Petroleum Sales & Services
1705 East 5th Street
North Little Rock, AR 72114
Phone: 866-955-2502
Fax: 501-955-2202*

August 2, 2007

EXHIBIT "A"

Mr. Steve A. Kent
Jet System
City of Jonesboro
110 South Gee Street
P.O. Box 1845
Jonesboro, AR 72403-1845

Re: Fuel Management System for Jet System

Dear Mr. Steve Kent,

We propose to furnish labor, material, and equipment to complete the following scope of work.

SCOPE OF WORK:

1. File (7) day construction notice with state authorities.
2. Disconnect the existing mechanical pump and diesel pumps, set to the side for the customer.
3. Breakout the existing pump island at the existing gas pump location. (approx. 8 sq. ft.) and dispose of this material.
4. Hand dig down to the product line.
5. Provide and install one (1)- one and a half inch Flex connector and one (1) Flex boot.
6. Provide and install one (1) single product pump box.
7. Provide and install one (1) - one and a half inch shear valve.
8. Provide and install one (1) - two inch ball valve.
9. Provide and install the dual Gilbarco remanufactured dispenser.
10. Dig a trench (approx.100 feet) from the fuel island to the office building for fuel management communication cables.
11. Provide and install the electrical (using existing conduits) to include wiring the (customer supplied) solenoid valve, E-Stop and the dispenser.
12. Provide and install the AFC fuel management system.
13. Provide and install three quarter inch conduit and wiring to the AFC system from the existing fuel panel at the fuel island.(approx. 25')
14. Provide and install three quarter inch conduits and communication cables from AFC fuel management system at the fuel island to the office building and backfill the trench. (approx.100').
15. Install the customer's solenoid valve and using the existing piping connect the



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- two existing diesel tanks together and run piping to the gasoline dispenser.
16. Install the customer supplied **pusher pump** inside the containment dike, hook-up to the piping and complete electrical to the same.
 17. Start-up the AFC system and train the customer (approx.4 hrs.)
 18. Purge the product piping.
 19. Start-up and calibrate the gas dispenser
 20. Provide and install the NO SMOKING/ STOP ENGINE DECAL on the gas dispenser.
 21. Dispose of American Petroleum unused or waste materials.

CLARIFICATIONS / EXCLUSIONS

1. We assume that all existing and customer supplied equipment is in good operating condition. Repairs to existing equipment and customer supplied equipment are not covered in the base bid price.
2. Based upon using existing conduits and electrical wiring, unless otherwise specified.
3. All equipment has been priced as generic spec.
4. **Taxes are not** included in the base bid price.
5. **Permits are not** included in the base bid price
6. Price is good for thirty (30) days.

Terms of payment

1. Net due upon completion.

BASE BID:

We propose to complete this project for the sum of **Twenty- three thousand five hundred thirty-four dollars (\$23,534.00).**

*American Petroleum Sales & Services
1705 East 5th Street
North Little Rock, AR 72114
Phone: 866-955-2502
Fax: 501-955-2202*

OPTIONS:

1. PROVIDE AND INSTALL ONE (1) REBUILT MARLOW PUSHER PUMP IN PLACE OF CUSTOMER'S EXISTING PUSHER PUMP. **\$ 1,200.00**
2. PROVIDE AND INSTALL ONE (1) AFC DURA KEY ENCODER. **\$ 980.00.**