

AIA[®] Document A101[™] – 2007

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

AGREEMENT made as of the 22 day of September in the year 2010
(In words, indicate day, month and year.)

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

City of Jonesboro
1515 West Washington
Jonesboro, AR 72401
Telephone Number: 870-932-1052

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

Bailey Contractors, Inc.
101 CR 130
Bono, AR 72416
Telephone Number: 870-926-2608
Arkansas General Contractor's License No. 0180240411

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

City of Jonesboro New Facility Sanitation and Street
Vehicle Maintenance Facility, Jonesboro, AR

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

Stuck Associates Architects, Inc.
328 South Church Street
PO Box 1425
Jonesboro, AR 72403
Telephone Number: 870-932-4271
Fax Number: 870-932-0374

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

AIA Document A201[™]-2007, 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.

Init.

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User Notes:

(1747679538)

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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 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.)

The commencement date will be fixed in a notice to proceed that will be after City completes Owner site improvements

If, prior to the commencement of the Work, the Owner requires time to file mortgages 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 Two hundred sixty-six (266) 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. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion 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 One Million Four Hundred Forty-five Thousand Dollars and Zero Cents (\$ 1,445,000.00), 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 the bidding or proposal documents permit the Owner to accept other alternates 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:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Changes to the Work	Net cost plus percentage fee	12% overhead and profit on the net cost of our own work and work done by any Subcontractor

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

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

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 Thirtieth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth 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 Ten (10) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

Init.

§ 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 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 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 Ten percent (10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .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 Ten percent (10.00 %);
- .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 A201-2007.

§ 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 A201-2007 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 A201-2007.

§ 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.)

At successful completion of fifty percent (50%) of the project, the Contractor may request that no additional retainage be withheld, such that a minimum retainage of five percent (5%) is still held up to the final pay request submittal.

§ 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 A201-2007, 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:

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

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 A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.)*

%

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

Mayor Harold Perrin
1515 West Washington
Jonesboro, AR 72401
870-932-1052

§ 8.4 The Contractor's representative:

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(Name, address and other information)

Kevin Bailey
101 CR 130
Bono, AR 72416
870-926-2608

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00800	Supplementary Conditions	9/9/2010	2

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Section 00010	Table Of Contents	9/9/2010	3

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

Number	Title	Date
Section 00015	List Of Drawings	9/9/2010

§ 9.1.6 The Addenda, if any:

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 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 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.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

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

OWNER (Signature)

Harold Perrin, Mayor
(Printed name and title)

CONTRACTOR (Signature)

Kevin Bailey, Owner
(Printed name and title)

Init.

SECTION 00800 - SUPPLEMENTARY CONDITIONS**PART 1 GENERAL****1.01 SUMMARY**

1.02 These Supplementary Conditions amend and supplement the General Conditions defined in Document 00700 and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

1.03 The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.04 MODIFICATIONS TO GENERAL CONDITIONS**PART 2 PRODUCTS****PART 3 EXECUTION****4.01 ARTICLE 1; GENERAL PROVISIONS**

4.02 1.2.3 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

- A. 1. The Agreement.
- B. 2. Addenda, with those of later date having precedence over those of earlier date.
- C. 3. The Supplementary Conditions
- D. 4. The General Conditions of the Contract for Construction
- E. 5. Drawings and Specifications

4.03 In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

- A. In order to facilitate checking of quotations for extra or credits, all proposal, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontract. Labor and materials shall be itemized in the manner described above. Where major cost items are Subcontracts, they shall be itemized also. In no case will change involving \$250 be approved without such itemization.

4.04 ARTICLE 11 - INSURANCE AND BONDS

- A. 11.1 Contractor's Liability Insurance
- B. 11.1.1 In the fourth line following the word "located" insert the words "to which the Owner has no objection".
- C. 11.1.1.8 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis.
- D. 11.1.1.9 If the General Liability coverage is provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
- E. Add the following Clause 11.1.2.1 to 11.1.2.

- F. 11.1.2.1 the insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law.
 - 1. 1. Workmen's Compensation - Statutory Requirements
 - 2. 2. Comprehensive General Liability Insurance shall be maintained with aggregate limit of not less than \$2,000,000.00.
 - 3. 3. Comprehensive Automobile Liability Insurance \$500,000 combined single limit for both Bodily Injury and Property Damage.
 - 4. 4. Owner's and Contractor's Protective Liability Insurance shall be maintained with aggregate limit not less than \$2,000,000.00 with Architect as additional insured.
 - 5. **11.4.3: The bond value requirements are as follows:**
 - a. Provide a 100 percent Performance Bond on AIA A312.
 - b. Provide a 100 percent Payment Bond on AIA A311.

4.05 ARTICLE 14; TERMINATION OR SUSPENSION OF THE CONTRACT

4.06 14.4 Termination by the Owner for Convenience

4.07 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

4.08 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- A. .1 Cease operations as directed by the Owner in the notice;
- B. .2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and
- C. .3 Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchases orders.

4.09 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.2.

END OF DOCUMENT

SECTION 00010 - TABLE OF CONTENTS (MASTERFORMAT 1995)

DOCUMENTS 0 -- INTRODUCTORY INFORMATION, BIDDING REQUIREMENTS, AND CONTRACT REQUIREMENTS

- 1.01 00001 - PROJECT TITLE PAGE
- 1.02 00010 - TABLE OF CONTENTS
- 1.03 00015 - LIST OF DRAWINGS
- 1.04 00200 - INSTRUCTIONS TO BIDDERS
- 1.05 00410 - BID FORM
- 1.06 00433 - SUPPLEMENT C - LIST OF ALTERNATIVES
- 1.07 00500 - AGREEMENT
- 1.08 00700 - GENERAL CONDITIONS
- 1.09 00800 - SUPPLEMENTARY CONDITIONS

DIVISION 1 -- GENERAL REQUIREMENTS

- 2.01 01100 - SUMMARY
- 2.02 01200 - PRICE AND PAYMENT PROCEDURES
- 2.03 01230 - ALTERNATIVES
- 2.04 01300 - ADMINISTRATIVE REQUIREMENTS
- 2.05 01315 - MECHANICAL AND ELECTRICAL COORDINATOR
- 2.06 01400 - QUALITY REQUIREMENTS
- 2.07 01500 - TEMPORARY FACILITIES AND CONTROLS
- 2.08 01585 - PROJECT SIGNS
- 2.09 01600 - PRODUCT REQUIREMENTS
- 2.10 01700 - EXECUTION REQUIREMENTS
- 2.11 01780 - CLOSEOUT SUBMITTALS

DIVISION 2 -- SITE CONSTRUCTION

- 3.01 02361 - SOIL TREATMENT FOR TERMITE CONTROL

DIVISION 3 -- CONCRETE

- 4.01 03200 - CONCRETE REINFORCEMENT
- 4.02 03300 - CAST-IN-PLACE CONCRETE
- 4.03 03356 - CONCRETE FLOOR FINISHING

DIVISION 4 -- MASONRY

- 5.01 04816 - MASONRY VENEER

DIVISION 5 -- METALS

- 6.01 05500 - METAL FABRICATIONS
- 6.02 05510 - METAL STAIRS

6.03 05520 - HANDRAILS AND RAILINGS

DIVISION 6 -- WOOD AND PLASTICS

7.01 06200 - FINISH CARPENTRY

7.02 06410 - CUSTOM CABINETS

DIVISION 7 -- THERMAL AND MOISTURE PROTECTION

8.01 07212 - BOARD AND BATT INSULATION

8.02 07410 - METAL WALL PANELS

8.03 07411 - PREFORMED METAL ROOF PANELS

8.04 07620 - SHEET METAL FLASHING AND TRIM

8.05 07900 - JOINT SEALERS

DIVISION 8 -- DOORS AND WINDOWS

9.01 08360 - OVERHEAD DOORS

9.02 08410 - METAL-FRAMED STOREFRONTS

9.03 08710 - DOOR HARDWARE

9.04 08800 - GLAZING

DIVISION 9 -- FINISHES

10.01 09300 - TILE

10.02 09511 - SUSPENDED ACOUSTICAL CEILINGS

10.03 09650 - RESILIENT FLOORING

10.04 09900 - PAINTS AND COATINGS

DIVISION 10 -- SPECIALTIES

11.01 10170 - PLASTIC TOILET COMPARTMENTS

11.02 10400 - IDENTIFICATION DEVICES

11.03 10500 - LOCKERS

11.04 10523 - FIRE EXTINGUISHERS, CABINETS AND ACCESSORIES

11.05 10800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

DIVISION 11 -- EQUIPMENT

DIVISION 12 -- FURNISHINGS

13.01 12492 - HORIZONTAL LOUVER BLINDS

DIVISION 13 -- SPECIAL CONSTRUCTION

14.01 13121 - PRE-ENGINEERED BUILDINGS

DIVISION 14 -- CONVEYING SYSTEMS

DIVISION 15 -- MECHANICAL

DIVISION 16 -- ELECTRICAL

SECTION 00015 - LIST OF DRAWINGS

THE FOLLOWING DRAWINGS BEARING THE ARCHITECT'S COMMISSION NUMBER 1-3495-07, WITH THESE SPECIFICATIONS, FORM THE CONTRACT DOCUMENTS.

1.01 GENERAL

- A. G001 Cover Sheet

1.02 LIFE SAFETY

- A. LS1 Life Safety Plan

1.03 CIVIL

- A. C001 Stormwater Pollution Prevention Plan
- B. C002 Civil Site Plan
- C. C003 Site Grading Plan
- D. C004 Site Utility Plan
- E. C005 Civil Details

1.04 ARCHITECTURAL

- A. A001 Schedules.
- B. A101 Floor Plan.
- C. A102 Mezzanine Plan
- D. A103 Roof Plan
- E. A201 Exterior Elevations
- F. A202 Exterior Elevations
- G. A250 Building Sections
- H. A250 Building Sections
- I. A401 Reflected Ceiling Plan
- J. A501 Wall Sections.
- K. A502 Wall Sections.
- L. A601 Interior Elevations and Millwork

1.05 STRUCTURAL

- A. S101 Structural Notes.
- B. S102 Structural Plans and Details

1.06 MECHANICAL

- A. M101 Floor Plan - Mechanical
- B. M201 Mechancial Section
- C. M301 Mechanical Schedules
- D. M302 Mechanical Details

1.07 FIRE PROTECTION

- A. FP100 Fire Protection Plan

1.08 PLUMBING

- A. MP001 Abbreviations and Notes
- B. P101 Floor Plan - Plumbing.
- C. P201 Details and Risers
- D. P301 Plumbing Schedules
- E. P401 Plumbing Details

1.09 ELECTRICAL

- A. E001 Electrical Abbreviations and Symbols
- B. E100 Electrical Site Plan
- C. E101 Lower Lighting Plan
- D. E102 Upper Lighting Plan
- E. E103 Electrical Power Plan
- F. E104 Electrical Schedules and Risers
- G. E105 Electrical Details

END OF LIST OF DRAWINGS

SECTION 00410 - BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City of Jonesboro
 1. 515 W. Washington, Jonesboro Arkansas

1.02 FOR:

- A. Construction of a new Vehicle Maintenance Facility
- B. Located at: 2603 Dan Avenue, Jonesboro AR

1.03 DATE: 9-22-10 (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name Bailey Contractors, Inc.
 1. Address 101 CR 130
 2. City, State, Zip Bono, Ar. 72416
 3. Arkansas General Contractor's License Number 0180240411 Date of Expiration 4-30-11

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Stuck Associates Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. One Million Four Hundred Forty Five Thousand dollars
(\$ 1,445,000.00), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.

1.06 ALTERNATES

- A. Alternate One - Bridge Crane: Forty Nine Thousand Eight Hundred Fifty dollars
(\$ 49,850.00), in lawful money of the United States of America.

1.07 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by City of Jonesboro within the time period stated above, we will:
 1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within five days of receipt of Notice of Award.
 3. Commence work within ten days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to City of Jonesboro by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to

Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

08 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 38 calendar weeks from Notice to Proceed. (Bidder to enter number of weeks.) I/We understand that the normal number of rain days included in this period will not be grounds for request of extension in completion of the project.

09 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. 12% percent overhead and profit on the net cost of our own Work;
 - 2. 12% percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to City of Jonesboro shall be Architect-approved net cost plus 5% of the overhead and profit percentage noted above.

10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # N/A Dated _____
 - 2. Addendum # N/A Dated _____

11 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
 - 1. Subcontractors: As required by these documents; listed in attached envelope,...
 - 2. Protected Subcontractor Listing:
 - a. Mechanical: Fields Heating & A/C, Inc 0019160411
License/Ex. Date 4-30-11
 - b. Electrical: Grace Electric Inc. 0063070411
License/Ex. Date 4-30-11
 - c. Plumbing: Adams & Cooper Plumbing Co. Inc. 0016620311
License/Ex. Date 3-31-11
 - d. Roofing: Bailey Contractors Inc. 0180240411
License/Ex. Date 4-30-11
 - 3. Cost of Trenching/Protection (In accordance with State Regulations as defined herein: One Thousand dollars (\$ 1,000.00) in lawful money of the United States of America.

12 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. Bailey Contractors, Inc.
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. Kevin Bailey
- F. (Authorized signing officer, Title, - printed)
- G. (Seal)
- H. K Bailey



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Bailey Contractors, Inc.**

as Principal, hereinafter called the Principal, and **RLI Insurance Company**

a corporation duly organized under the laws of the State of **Illinois**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, City Hall, 515 W Washington, Jonesboro, AR 72401**

as Obligee, hereinafter called the Obligee, in the sum of **Ten percent of amount bid**

Dollars(\$ **10%**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Vehicle Maintenance Facility for City of Jonesboro, AR**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed **22nd** day of **September**, 2010.

Lara Bailey
(Witness)

Bailey Contractors, Inc.

{ LC Bailey (Principal) (Seal)
President (Title)

Kim Adkison
(Witness)

Kim Adkison

RLI Insurance Company

{ Richard H Whitley (Surety) (Seal)
Richard H Whitley, Attorney-in-fact (Title)



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Michael A. McDaniel, Richard H. Whitley, jointly or severally.

in the City of Memphis, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 2nd day of September, 2010.

State of Illinois }
 County of Peoria } SS



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

CERTIFICATE

On this 2nd day of September, 2010, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 22 day of September, 2010.

By: [Signature]
 Cherie L. Montgomery Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

