

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

AGREEMENT made as of the Seventh day of October in the year of Two Thousand Three
(In words, indicate day, month and year)

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

City of Jonesboro
515 West Washington Ave.
P.O. Box 1845
Jonesboro, Arkansas 72403-1845

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

Bran Stokes, Inc. dba Derrick Barton Tennis Court Construction
4179 Senator Street
Memphis, Tennessee 38118

The Project is:
(Name and location)

Allen Park Tennis Courts and Lighting Improvements
3609 Race Street
Jonesboro, Arkansas 72401

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

Matt Silas Architect
202 West Washington Ave.
P.O. Box 1702
Jonesboro, Arkansas 72403

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

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.



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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.)

A notice to proceed will be issued for the Date of Commencement.

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 days from the date of commencement, or as follows: April 30th, 2004

(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.)

If the construction of the project is not substantially complete by the date specified, the Contractor will be assessed Damages in the amount of One Hundred Fifty dollars (\$150.00) per day until the project is substantially complete.

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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 Five Hundred Fifty-Four Thousand Six Hundred Fifty Dollars (\$ 554,650.00), 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)

Lighting Alternate Number Two with modifications as listed on document: "Attachment A - Negotiated Items".

4.3 Unit prices, if any, are as follows:

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:

Request for payment submitted by the 30th of each month; payment due to the Contractor by the 15th day of the following month.



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5.1.3 Provided that an Application for Payment is received by the Architect not later than 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 Ten percent (10 %). 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 Ten percent (10 %);
- .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.)

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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)

Jim McKinnon
515 West Washington Avenue
P.O. Box 1845
Jonesboro, Arkansas 72401-1845

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



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Mark Bran
4179 Senator Street
Memphis, Tennessee 38118

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:

Mayor Hubert Brodell will sign all contracts and change orders for the City of Jonesboro.

Donna Jackson will attest all contracts and change orders for the City of Jonesboro.

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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.

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.

8.1.2 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 06-26-03, and are as follows:

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

Document	Title	Pages
<u>Section 00800</u>	<u>Supplementary Conditions</u>	<u>2</u>

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows: Refer to "Table of Contents" in project manual. All sections listed and those revised in Addenda are to be included in this agreement.
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
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8.1.5 The Drawings are as follows, and are dated 06-26-03 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>Cover Sheet</u>	
<u>1.1</u>	<u>Site Development Plan</u>	
<u>1.2</u>	<u>Site Grading and Drainage Plan</u>	
<u>2.1</u>	<u>Tennis Court Layout</u>	
<u>2.2</u>	<u>Typical Court Layout</u>	
<u>3.1</u>	<u>Structural Layout and Details</u>	
<u>4.1</u>	<u>Site Electrical Power and Lighting Plan</u>	
<u>4.2</u>	<u>Lighting Layout - Alternate One</u>	
<u>4.3</u>	<u>Lighting Layout - Alternate Two</u>	



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8.1.6 The Addenda, if any, are as follows:

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 1	08-25-03	4
Addendum 2	09-02-03	5
Addendum 3	09-09-03	3
Addendum 4	09-10-03	2

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.)

Attachment A - Negotiated Items

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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CONTRACTOR (Signature)

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

Derrick Barton Tennis Court Construction -
Mark Bran - President

 (Printed name and title)



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MATT SILAS ARCHITECT

202 West Washington
P.O. Box 1702
Jonesboro, Arkansas 72403
Tel.(870) 268-0500
Fax. (870) 268-0501

**PROJECT: ALLEN PARK TENNIS COURTS AND SIDEWALK IMPROVEMENTS -
JONESBORO, ARKANSAS.**

PROJECT NUMBER: 021011

OWNER: CITY OF JONESBORO

**CONTRACTOR: BRAN STOKES, INC. DBA DERRICK BARTON TENNIS COURT
CONSTRUCTION**

ARCHITECT: MATT SILAS ARCHITECT

ATTACHMENT "A" - NEGOTIATED ITEMS

ORIGINAL BID AMOUNT

\$655,000.00

ITEM

DEDUCT

Fencing

1. Change fencing as specified in Section 02821 of the project manual and the Addenda from fused to extruded. Approximately 1,684 linear feet of 10-foot extruded black. vinyl fencing will be installed along with (6) 4' x 7' walk-in gates and (2) double gates. Framework will consist of 3 inch terminal posts, 2 1/2 inch line posts and 1 5/8 inch top rail with bottom tension wire. All framework will be heavy mil schedule 40.

- \$10,000.00

2. The quantity of fencing as indicated on the drawings will be reduced as indicated on new court layout.

- \$7,800.00

Safety Fence

1. Temporary, orange plastic fencing as specified in Section 01500 of the project manual to be omitted from the contract.

- \$1,040.00

Field Office

1. Field office as specified in Section 01500 of the Project Manual to be omitted from the contract.

- \$1,625.00

Masonry Wall and Steel Gate

1. Masonry wall and steel gate as specified and detailed in Addendum Two shall be omitted. Omit Division 4 - (Masonry) from the project manual. **-\$7,085.00**

Drainage Channel and Grate

1. Concrete drainage channel as indicated on drawings, specifications and addenda through the tennis court pad to be omitted. **-\$28,660.00**

Bleachers

1. Omit (6) sets of bleachers indicated on drawings which consists of (2) 27'-0" sections and (1) 15'-0" section per set. **-\$18,600.00**

Post-Tensioned Slab

1. Post-tensioning as indicated on drawings will be modified so that the post-tensioning only occurs at the courts. The walkway between the courts will not be post-tensioned. **-\$3,727.00**

Tennis Court Layout

1. New court layout will be constructed as indicated on attached sheet consisting of four, 3- court post-tensioned concrete batteries, each measuring 156' x 120' with a 34' x 240' conventional concrete sidewalk which provides a total area of 346' x 240'. This is modified from the 383'-4" x 275'-4". **-\$19,148.00**

Lighting

1. The lighting layout will be modified as per attached sheet. The lighting fixtures are from No Fault, which includes (44) light poles, (24) single bracket assemblies, (8) T70 bracket assemblies, (8) T180 bracket assemblies and (4) quad bracket assemblies along with (72) 1000 watt lamps. The contractor will install light poles during the concrete pour and incorporate them into the fencing. Signature of this document indicates that all light level criteria originally specified will be met. This new lighting layout will omit (4) poles with a cost savings as indicated. **-\$2,665.00**

Additional Negotiated Items

1. The Contractor will rough grade the site area to provide a base to within plus or minus 1/10 of 1 foot of the finished grade elevation of 0.83% (1:20) as recommended by the United States Tennis Court and Track Builders Association. The Contractor will also fine grade the court area.

2. The Owner will provide fill dirt as required to achieve proper grade at the expense of the Owner.

3. New court layout will be constructed as indicated on attached sheet consisting of four, 3- court post-tensioned concrete batteries, each measuring 156' x 120' with a 34' x 240' conventional concrete sidewalk.

4. The Contractor is proposing a perimeter footing of approximately (8) inches in depth from the top of the concrete which differs from the original contract documents. Acceptance by the Owner of this change relieves the Architect and the Architect's Engineer from any responsibility of structural performance at the proposed condition.

5. The Contractor is proposing to use 3500 p.s.i. concrete in lieu of 4000 p.s.i. concrete as specified for the post-tensioned court areas. Acceptance by the Owner of this change relieves the Architect and the Architect's Engineer from any responsibility of structural performance at the proposed condition.

**DERRICK BARTON TENNIS COURT CONSTRUCTION
BID ADJUSTMENT**

<u>Original Bid Amount</u>	\$655,000.00
<u>Total Deduct</u>	-\$100,350.00
<u>New Bid Amount</u>	\$554,650.00

This document is part of the AIA Document A-101-1997 Agreement Between Owner and Contractor. Signature of this document indicates that all items listed are approved by both Owner and Contractor.

2 

CONTRACTOR (Signature)

**Bran Stokes, Inc. dba Derrick Barton Tennis Court
Construction**
Mark Bran - President

Modified Tennis Court Layout

**ALLEN PARK
TENNIS COURT
AND LIGHTING
IMPROVEMENTS**

- 346' x 240'
- Four batteries of three courts measuring 156' x 120'.
- One sidewalk / viewing area measuring 34' x 240'.
- Approx. 1,616 LF of fencing
- 6000 watts lighting per court

