



# AIA<sup>®</sup> Document A101<sup>™</sup> - 2007

# SAMPLE

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

**AGREEMENT** made as of the Eleventh day of August in the year Two Thousand Fourteen  
*(In words, indicate day, month and year.)*

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

City of Jonesboro  
300 South Church Street  
Jonesboro, Arkansas 72401

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

Olympus Construction Inc.  
2506 West Washington  
Jonesboro, AR 72401  
Telephone Number: 870-932-6670

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

Alteration to:  
Jonesboro Recreational Center  
Jonesboro, Arkansas

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

Brackett Krennerich & Associates P.A.  
100 E. Huntington Ave. Suite D  
Jonesboro, AR 72401  
Telephone Number: 870-932-0571  
Fax Number: 870-932-0975

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<sup>™</sup>-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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**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.

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.

| Date of commencement to be the date of the "Notice to Proceed"

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One hundred twenty ( 120 ) consecutive calendar days from the date of commencement, or as follows:

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

*(Paragraph deleted)*

Liquidated damages: \$200.00 (Two Hundred and 00/100 Dollars) for liquidated damages will be assessed to the contractor for liquidated damages for each calendar day that the contractor is in default after the time stipulated in the contract documents.

#### 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 Two Hundred Forty-nine Thousand Four Hundred Fifty-one Dollars and Zero Cents (\$ 249,451.00 ), 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:

*(Paragraph deleted)*

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

*(Paragraph deleted)*

#### 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 Twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Tenth 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 Thirty ( 30 ) days after the Architect receives the Application for Payment.

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

§ 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

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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 Five percent ( 5.00 %). 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 Zero percent ( 0.00 %);
- .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:  
(Paragraph deleted)

§ 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:

Provided final certificate of payment is accompanied with all the closeout and final documents as required by the specifications

## 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.

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User Notes:

(1399402566)



*(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.

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

Mayor Harold Perrin  
City of Jonesboro  
300 South Church Street  
Jonesboro, AR 72401

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

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User Notes:

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(1399402566)

| Tony Pardew

| Email Address: tony@olympusgc.com

§ 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:

Are those contained in the project manual dated June 20, 2014 bearing the architect's commission number 13313.

§ 9.1.4 The Specifications:

Entitled "Alteration to: Jonesboro Recreational Center, Jonesboro, Arkansas", and bearing the architect's commission number 13313.

See Attached Exhibit "A"

§ 9.1.5 The Drawings:

Entitled  
"Alteration to: Jonesboro Recreational Center, Jonesboro, Arkansas", and bearing the architect's commission number 13313.

See Attached Exhibit "B"

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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
One	July 17, 2014	(17) Seventeen

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 A201-2007, General Conditions of the Contract for Construction
  
- .2 Other documents, if any, listed below:
  1. Exhibit "A" – Enumeration of the Contract Documents – Specifications
  2. Exhibit "B" – Enumeration of the Contract Documents – Drawings
  3. Advertisement for Bids
  4. Contractor's Bid and Bid Bond
  5. Certified Bid Tabulation
  6. Certificate(s) of Insurance
  7. Payment and Performance Bonds (filed/recorded in Craighead County)
  8. Statement of Intent to Pay Prevailing Wages
  9. Contractor's Affidavit of Payment of Debts and Claims (required at close-out)
  10. Contractor's Release of Liens (required at close-out)
  11. Consent of Surety to Final Payment (required at close-out)

**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.)*

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

\_\_\_\_\_  
**OWNER (Signature)**

Mayor Harold Perrin, Mayor  
City of Jonesboro

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR (Signature)**

Tony Pardew , President  
Olympus Construction, Inc.

\_\_\_\_\_  
*(Printed name and title)*

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END OF SECTION

**Exhibit "A"**

**ALTERATIONS TO  
JONESBORO RECREATIONAL CENTER  
JONESBORO, ARKANSAS  
COMMISSION NO. 13313  
PETTIT & PETTIT JOB NO. 14-014**

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23 0713 Duct Insulation for HVAC  
23 0719 HVAC Piping Insulation  
23 0923 Automatic Temperature Controls  
23 2300 Refrigerant Piping  
23 3100 HVAC Ducts and Casings  
23 3300 Air Duct Accessories  
23 3700 Air Inlets and Outlets  
23 7413 Packaged Rooftop Air Conditioners  
23 8127 Split System Heating and Cooling**



**Exhibit "A"**

**ALTERATIONS TO  
JONESBORO RECREATIONAL CENTER  
JONESBORO, ARKANSAS  
COMMISSION NO. 13313  
PETTIT & PETTIT JOB NO. 14-014**

**DIVISION 28 ELECTRICAL**

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**SECTION 00 0115**

**LIST OF DRAWINGS SHEETS**

**THE FOLLOWING DRAWINGS DATED JUNE 20, 2014 THE ARCHITECT'S COMMISSION NUMBER 13313 WITH THESE SPECIFICATIONS FORM THE CONTRACT DOCUMENTS**

**ARCHITECTURAL**

A001 ..... DOOR SCHEDULE, VISUAL DOOR TYPES, ALUMINUM FRAME SCHEDULE  
A100 ..... FIRST FLOOR DEMOLITION PLAN  
A101 ..... FIRST FLOOR PLAN, SECOND FLOOR PLAN  
A102 ..... ENLARGED FLOOR PLAN, VISUAL WALL TYPES, PLAN DETAILS  
A400 ..... REFLECTED CEILING PLANS, CEILING DETAILS  
A600 ..... ENLARGED TOILET PLAN, TOILET ELEVATIONS, DETAILS

**MECHANICAL**

M101 ..... FLOOR PLAN – HVAC  
M201 ..... HVAC DETAILS & SCHEDULES

**PLUMBING**

P100 ..... PLUMBING GENERAL NOTES AND LEGENDS  
P101 ..... FIRST FLOOR – PLUMBING  
P201 ..... PLUMBING DETAILS  
P301 ..... PLUMBING RISERS  
P401 ..... PLUMBING SCHEDULES

**ELECTRICAL**

E001 ..... DEMOLITION PLAN – ELECTRICAL  
E101 ..... FLOOR PLAN – LIGHTING  
E201 ..... FLOOR PLAN – POWER  
E301 ..... FLOOR PLAN – SYSTEMS  
E401 ..... ELECTRICAL LEGENDS & DETAILS  
E402 ..... ELECTRICAL DETAILS & DIAGRAMS  
E501 ..... ELECTRICAL PANEL SCHEDULES

**END OF SECTION**

**SECTION 00 1113**

**ADVERTISEMENT FOR BIDS**

Qualified Contractors are invited to bid on a contract for "Alteration to: Jonesboro Recreational Center, Jonesboro, Arkansas". The bids shall be on a lump sum basis.

The City of Jonesboro, hereinafter termed owner, will receive bids until 2:00 p.m., July 21, 2014. Bids may be mailed or delivered in care of Mayor Harold Perrin, Jonesboro City Hall, 300 South Church Street, Jonesboro, Arkansas 72401. Bids received after this time will not be accepted.

Bids will be publicly opened and read aloud at the stated time at the Fourth Floor Conference Room at the Municipal Building Center, 300 South Church Street, Jonesboro, Arkansas.

The scope of work consists of renovations to approximately 1,869 square feet of the Jonesboro Recreational Center at 1421 W. Nettleton Ave. Work includes renovation of building for new office space & conference room. The contract will include mechanical, plumbing, and electrical work.

Plans, specifications, bid forms, and other contract documents may be examined at the office of the architect. While contract documents can be examined at the following plan rooms, bidders should use caution in doing so:

<b>MHC Dodge Plans</b> 3315 Central Ave. Hot Springs, AR 71913 (501) 321-2956	<b>Builders Exchange</b> 642 S Cooper Memphis, TN 38104 (901) 272-7495	<b>Reed Construction Data</b> Suite 100 30 Technology Parkway So Norcross, GA 30092 (800) 448-8182	<b>Southern Reprographics</b> 901 W. 7 <sup>th</sup> Street Little Rock, AR 72201 (501) 372-4011
----------------------------------------------------------------------------------------	---------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

Obtaining contract documents through any source other than the Design Professional or their representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information. Contract documents obtained through the Design Professional or their representative(s) are considered the official version and take precedence should any discrepancies occur. The official version of the complete set of the contract documents should be examined and are obtainable from Brackett-Krennerich and Associates, P.A., 100 E. Huntington, Suite D, Jonesboro, Arkansas. General contractors may obtain two (2) complete sets of bidding documents from Brackett-Krennerich and Associates upon deposit of \$50.00 which is refundable, less postage/shipping costs, if applicable, to bona fide bidders upon return of documents in good condition within 3 days after bid date.

Additional sets of documents may be obtained for use by subcontractors and material suppliers upon receipt of \$25.00 per set which is refundable less cost of reproduction (50% refundable), and less postage/shipping costs if applicable, upon return of documents in good condition within 3 days after the bid date. No partial sets will be issued.

Bid Security in the amount of five percent (5%) of the bid must accompany each bid in accordance with the Instructions to Bidders.

Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before his bid is submitted.

The City of Jonesboro encourages all small, minority, and women business enterprises submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

Bidders are hereby notified that the Arkansas Department of Labor Prevailing Wage Rates will apply.

There will be a Pre-Bid Conference held at the site on July 15, 2014. The conference will start at exactly 2:00 p.m. Prime contractors who arrive late or fail to attend this meeting may forfeit their bidding privilege. The owner reserves the right to waive this requirement and/or schedule additional meetings.



Alteration to:  
Jonesboro Recreational Center  
Jonesboro, Arkansas

Commission No. 13313

The owner reserves the right to reject any and all bids, and to waive and formalities.

July 6, 20014  
Mayor Harold Perrin  
City of Jonesboro

**SECTION 00 4100**

**BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

A. Owner: City of Jonesboro

**1.02 FOR:**

A. Alteration to: Jonesboro Recreational Center, Jonesboro, Arkansas.

**1.03 DATE:** July 21, 2014 (Bidder to enter date)

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

- A. Bidder's Full Name Olympus Construction, Inc.  
1. Address 2506 W. Washington  
2. City, State, Zip Jonesboro, AR 72401

**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 Brackett-Krennerich and Associates, P. A. 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. \$ 249,451.<sup>00</sup> (dollar amount to be shown numerically)

C. We have included the required security Bid Bond as required by the Instructions to Bidders.

D. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.

E. We understand that the owner reserves the right to reject any and all bids and waive any informalities in the bidding.

**1.06 ACCEPTANCE**

A. This offer shall be open to acceptance for thirty days from the bid closing date.

B. If this bid is accepted by the Owner within the time period stated above, we will:

1. Execute the Agreement within Ten (10) days of receipt of Notice of Award.
2. Furnish the required bonds within Ten (10) 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 the Owner 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.

**1.07 CONTRACT TIME/LIQUATED DAMAGES**

A. If this Bid is accepted, we will:

B. Complete all work required under the contract within 120 days of the date of the "Notice to Proceed" of the owner.

C. Liquidated Damages: \$200.00 (Two Hundred Dollars and 00/100 Dollars) for liquidated damages will be assessed to the contractor for liquidated damages for each calendar day that the contractor is in default after the time stipulated in the contract documents.

**1.08 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 or price.
1. Addendum # 1 Dated July 17, 2014.
  2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

**1.09 LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK**

- A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount.
- B. Bidders should consult the project manual on how to fill out this form. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.
1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:
- C. MECHANICAL (Indicative of HVACR): Name- Roberts McNutt
1. License No. 10101424
  2. Is the amount of work \$20,000 or over: Yes  No
- D. PLUMBING: Name- Adams & Cooper
1. License No. 0016020315
  2. Is the amount of work \$20,000 or over: Yes  No
- E. ELECTRICAL: Name- East Arkansas Electric
1. License No. 0242280415
  2. Is the amount of work \$20,000 or over: Yes  No

**1.10 BID FORM SIGNATURE(S)**

- A. Company Name: Olympus Construction, Inc.
- B. Signature: [Signature]
- C. Printed Name: Tony Pardew
- D. Title: President
- E. Business Address: 2506 W. Washington Jonesboro, AR 72401
- F. Contractor's License No. 00134-00115
- G. Seal if bid is by a corporation.





AIA Document A310

# Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Olympus Construction, Inc. P.O. Box 1674, Jonesboro AR 72403**

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**

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

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, 300 South Church Street, Jonesboro, AR 72401**

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

Dollars(\$ 5% ),  
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 **Alteration to Jonesboro Recreational Center, 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 this **21<sup>st</sup>** day of **July**, 2014.

*Samantha Jenkins*  
(Witness)

**Olympus Construction, Inc.**  
*[Signature]* (Principal) (Seal)  
**President**  
(Title)

**Travelers Casualty and Surety Company of America**  
\_\_\_\_\_  
(Surety) (Seal)

*Jan Melton*  
(Witness)  
**Jan Melton**

*Michael A. McDaniel*  
(Title)  
**Michael A. McDaniel, Attorney-in-fact**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227433

Certificate No. 005727555

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard H. Whitley, Michael A. McDaniel, James S. Brown, and Melissa Rosenbaum

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of December, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 6th day of December, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21 day of July, 2014.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.



**Alteration to:  
Jonesboro Recreational Center  
Jonesboro, Arkansas  
COMMISSION NO. 13313**

Bid Date: July 21, 2014 @ 2:00 p.m. Location: Jonesboro City Hall, 300 South Church Street, Jonesboro, Arkansas 72401

CONTRACTOR/LICENSE NUMBER	COMPLETION TIME	BID SECURITY	ADDENDA RECEIVED	BASE BID	SUBCONTRACTORS
Bailey Contractors Inc 3101 Dan Avenue Bono, AR 72401 License # 0180240415	120 days	5%	1. Yes	\$ 256,900.00	Mechanical/HVAC: ..... RGB Sheet Metal (Lic.#) ..... 0009621214 Plumbing:..... Adams & Cooper (Lic.#) ..... 0016620315 Electrical:.....East Arkansas Electric (Lic.#) ..... 0242280415
Big M Construction, Inc P O Box 17128 Jonesboro, AR 72403 License # 0004311014	120 days	5%	1. Yes	\$ 274,000.00	Mechanical/HVAC: ..... RGB (Lic.#) ..... 0009621214 Plumbing:..... Adams & Cooper (Lic.#) ..... 0016620315 Electrical:..... DCG Electric (Lic.#) ..... 0166640415
No Bid Submitted					
Olympus Construction, Inc 2506 W Washington Jonesboro, AR 72401 License # 0013400115	120 days	5%	1. Yes	\$ 269,451.00	Mechanical/HVAC: ..... Roberts McNutt (Lic.#) ..... 0009161214 Plumbing:..... Adams & Cooper (Lic.#) ..... 0016620315 Electrical:..... East Arkansas Electric (Lic.#) ..... 0242280415



*[Signature]*  
Kyle Cook, AIA