

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 twentieth day of March in the year two thousand fifteen
(In words, indicate day, month and year.)

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

City of Jonesboro
300 S. Church Street
Jonesboro, Arkansas 72401

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

Bailey Contractors, Inc.
3101 Dan Avenue
Jonesboro, Arkansas 72401

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

JETS Regional Multimodal Transfer Center
A/E Project No. 2012-155

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

Cromwell Architects Engineers, Inc.
101 S. Spring Street, Little Rock, Arkansas 72201

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:

(909342519)

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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 date of commencement shall be fixed in a Notice to Proceed issued by the Architect Engineer.

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:

| None

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

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

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

| *(Table deleted)*

Init.

Substantially Complete no later than October 1, 2015,
, 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.)

\$100 dollars per calendar day for each day of delay until the Work is Substantially Complete.

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 One Hundred Thirty Six Thousand Eight Hundred and No/100 Dollars (\$ 1,136,800.00), subject to additions and deductions as provided in the Contract Documents.

| | |
|------------------------------|---------------------------------------|
| Base Bid Proposal | \$1,136,800.00 |
| OSHA Compliance | \$500.00 (included in above base bid) |
| TOTAL CONTRACT AMOUNT | \$1,136,800.00 |

§ 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.)

None

§ 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.)

(Table deleted)
None

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price |
|---------------------------|-------------|
| 1. Security System | \$5,000.00 |
| 2. Inspecting and Testing | \$20,000.00 |

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 twenty fifth (25th) day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty fifth (25th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the tenth (10th) 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 fifteen (15) 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

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% %). 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 %);
- .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.)

Reference Section 007200 General Conditions of the Project Manual

§ 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.

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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Init.

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(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.)*

None

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

Mayor Harold Perrin
City of Jonesboro
300 S. Church Street
Jonesboro, Arkansas 72401

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

Kevin Bailey
Bailey Contractors, Inc.
3101 Dan Avenue
Jonesboro, Arkansas 72401

§ 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:

Init.

There shall be a regular weekly meeting between the Architect and the City to discuss project progress.

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 |
|----------|--------------------------|-------------------|-------|
| 007300 | Supplementary Conditions | February 16, 2015 | 1 |

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

See Exhibit A, Table of Contents
(Table deleted)

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

See Exhibit B, Index of Drawings
(Table deleted)

§ 9.1.6 The Addenda, if any:

| Number | Date | Pages |
|----------------|---------------|-------|
| Addendum No. 1 | March 5, 2015 | 40 |

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:

(Paragraphs deleted)

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.)

See Exhibit C, Contractor’s Bid Proposal dated March 12, 2015

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 |
|---|-----------------------------------|
| Reference Section 007300 Supplementary Conditions of the Project Manual | |

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



Kevin Bailey
CONTRACTOR (Signature)
KEVIN BAILEY, PRESIDENT
(Printed name and title)

Init.

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AIA Document A102-2007,
paragraph 9.1.4

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JETS Regional Multimodal Transfer Center

Exhibit B, reference
AIA Document A101-
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February 16, 2015

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SECTION 00 41 00
BID PROPOSAL FORM

Exhibit C, reference
AIA Document A101-2007,
paragraph 9.1.7

FROM: BAILEY CONTRACTORS INC
3101 DAN AVE.
JONESBORO, AR. 72401

Contractor License No. 0180240415 (hereinafter called "Bidder")

TO: City of Jonesboro (hereinafter called "Owner")
Jonesboro, Arkansas

RE: JETS Regional Multimodal Transfer Center
Jonesboro, Arkansas
Architect Engineer Project No. 2012-155

The Undersigned, having received and examined the Project Manual and the Drawings for the above-referenced Project proposes to furnish all labor, materials, equipment, supervision and all associated and related items required for the Work, as required by and in strict accordance with the above-named documents for the following sum:

1.1 BASE PROPOSAL

Bidder agrees to perform all of the Work necessary to complete the Total Project as described in the Project Manual and indicated on the Drawings for the sum of:

ONE MILLION ONE HUNDRED THIRTY SIX THOUSAND
EIGHT HUNDRED DOLLARS AND NO/100. \$ 1,136,800.00

(Amount shall be indicated in both words and figures. In case of discrepancy, the amount indicated in words shall govern.)

In conformance with Arkansas Act 291 of 1993 (Arkansas Statutes § 22-9-212 et seq.) included in the above base proposal is the following line item amount (exclusive of prime bidder's overhead and profit which is in the base bid) for the costs of compliance with requirements of OSHA "Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P:"

FIVE HUNDRED DOLLARS \$ 500.00

(If trenching and excavation is not required indicate the amount of \$0.00.)

1.2 ALTERNATE PROPOSALS (Alternates referred to by title here are described in Section 012300 ALTERNATES.)

Bidder agrees to perform all of the Work necessary to complete the Alternate(s) as described in the Project Manual and indicated on the Drawings for the following amount(s). Bidder understands that the Owner reserves the right to accept or reject Alternate Proposals. Alternates, if accepted, will be taken in order listed.

ALTERNATE No. 1; Reduce Paving Area, as indicated on drawings:

DEDUCT: NINE THOUSAND FIVE HUNDRED DOLLARS
- \$ 9,500.00

ALTERNATE No. 2; City Performed Site Work, as indicated on drawings:

DEDUCT: EIGHTY THOUSAND DOLLARS - \$ 80,000.00

1.3 ADDENDA

The Undersigned has received and examined the following Addenda numbered ONE, and has incorporated the provisions in this Bid.

If no Addenda have been issued, write in "NONE"

1.4 FURTHER CONDITIONS

The Undersigned, by submitting this Bid, further agrees:

- A. That this Bid shall be valid and may not be withdrawn within 30 days after the scheduled closing time for receiving bids.
- B. To accept the provisions of the "INSTRUCTIONS TO BIDDERS."
- C. To enter into and execute a Contract, if awarded on the basis of this Proposal.
- D. To furnish the Performance Bond and Labor and Material Payment Bond in accordance with the General Conditions of the Contract.
- E. To accomplish the Work in accordance with the Contract Documents, of which this Proposal is made a part.
- F. To accomplish the Work, including products, equipment, and systems; complete and functional; ready for operation.
- G. To allow any Federal, State or Local inspector, acting in their official capacity, access to the project site.
- H. That Bidder or subcontractors will not employ or contract with any illegal immigrants. Arkansas Code Annotated § 19-11-105 Bidders shall certify online at:
www.ark.org/dfa/immigrant/index/php/user/login.
- I. That Bidder has included all costs for complying with requirements for paying prevailing wages as determined by Davis-Bacon Act.
- J. That failure of the Bidder to include the signed certification for Buy America would render their bid non-responsive and no longer in consideration for an award.
- K. Upon receipt of a Notice to Proceed to perform the designated Work expeditiously and with adequate forces to completion no later than October 1, 2015, including anticipated weather delay days.
- L. That the Owner will suffer financial damage if the Project is not Substantially Complete on the date mutually agreed upon as set forth in the Contract Documents. The Undersigned shall pay to the Owner the sum indicted below as fixed, agreed, and liquidated damages:

\$ 100 per calendar day for each day of delay until the Work is Substantially Complete.
- M. To coordinate and schedule all Work with Owner.

- N. That it is understood that the Owner may reject any or all bids and waive any informalities or irregularities.

1.5 SUBCONTRACTORS

In accordance with Arkansas Statutes, §§ 22-9-204, et seq, of the State of Arkansas, I (We) submit the names of the following subcontractors, we propose to use, and their State Contractor License Nos.

- | | <u>Name</u> | <u>No.</u> |
|----|--|-------------------|
| A. | MECHANICAL WORK - HVAC (indicative of heating, air conditioning, and ventilating) <u>RGB SHEET METAL</u> | <u>0009621215</u> |
| B. | PLUMBING WORK <u>ADAMS & COOPER PLUMBING Co INC</u> | <u>0016620315</u> |
| C. | ELECTRICAL WORK (indicative of wiring and illuminating fixtures) <u>WILKINS ELECTRIC, LLC</u> | <u>0209480415</u> |
| D. | ROOFING & SHEET METAL (indicative of roofing application) <u>ARCHITECTURAL ROOFING & CONSTRUCTION</u> | <u>0325810215</u> |
- (Indicate "NONE" if subcontractor not required for this project. Include Prime Bidder's name and license number if Prime Bidder is doing this work itself and the Prime Bidder's contractor license is qualified for this specialty.)*

1.6 ATTACHMENTS

Enclosed with this bid proposal are the following:

- Signed certification for Buy America
- Bid Security
- Power of Attorney for Bid Bond for the Bid Security

Respectfully submitted:

Name of Firm: BAILEY CONTRACTORS INC

By: Kevin Bailey Date: 3/12/15

Title: President Contractor License No. 0180240415

Business Address: 3101 DAN AVE.
JONESBORO, AR. 72401

Telephone Number: 870 933-9612

END OF SECTION

2. Buy America Requirements
49 U.S.C. 5323(j)
49 CFR Part 661

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 3/12/15
Signature Kevin Bailey
Company Name BAILEY CONTRACTORS INC
Title PRESIDENT

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____
Signature _____
Company Name _____
Title _____