



Document A101™ – 2007

DRAFT

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

AGREEMENT made as of the Second 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)

Madison County Board of Supervisors
Karl Banks, President
125 West North Street
Canton, MS 39046

and the Contractor:

(Name, legal status, address and other information)

Paramount Construction Group, LLC
Jonathan McDaniel, Manager
234 West School Street, Suite B
Ridgeland, MS 39157

for the following Project:

(Name, location and detailed description)

Madison County Courthouse
Repairs and Restoration Canton, MS

The Architect:

(Name, legal status, address and other information)

Belinda Stewart Architects, PA
PO Box 867 / 61 North Dunn Street
Eupora, MS 39744
662-258-6405 phone / 662-258-6452 fax
bsa@belindastewartarchitects.com

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.

DRAFT

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

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 will be fixed in a written 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:

| N/A

§ 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 one-hundred fifty (150) calendar 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.)

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.)

Liquidated Damages shall be two-hundred fifty (\$250.00) per calendar day

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 Six-Hundred Seven Thousand, Six-Hundred Eighty Dollars (\$ 607,680.00), 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.)

Base Bid: \$524,082.00
Alternate #1: \$38,267.00 – Interior Plaster Repairs and Painting
Alternate #2: \$45,331.00 - Courtroom Finishes

§ 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)
Removal and Replacement of deteriorated wood substrate at sloped cornice running around building. Reference Detail 2/A3.5		\$87.00 Per Linear Foot

§ 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 (30th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth (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 forty-five (45) 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 five percent (5 %);
- .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.

(Paragraphs 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:

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.)

N/A

§ 8.3 The Owner’s representative:

(Name, address and other information)

Karl Banks, President
Madison County Board of Supervisors
125 West North Street
Canton, MS 39046

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

Jonathan McDaniel, Manager
Paramount Construction Group, LLC
234 West School Street, Suite B
Ridgeland, MS 39157
601-727-5454 Phone / 601-427-5456 fax
jonathan@paramountcgroup.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:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

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

Specifications Table of Contents: See attached Exhibit A

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

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

List of Drawings: See attached Exhibit B

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number
Addenda #1

Date
February 3, 2015

Pages
3

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:

- .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.) Refer to Section 007300 -Supplementary Conditions

Type of insurance or bond
See Specifications

Limit of liability or bond amount (\$0.00)
See Specifications

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

Madison County Board of Supervisors

Paramount Construction Group, LLC

OWNER (Signature)

Karl Banks, President

(Printed name and title)

CONTRACTOR (Signature)

Jonathan McDaniel, Manager

(Printed name and title)

SECTION 0000 10

EXHIBIT A

TABLE OF CONTENTS

DIVISION 0 – INTRODUCTORY INFORMATION, BIDDING, & CONTRACTING REQUIREMENTS

	Invitation for Bids	1
00 0010	Table of Contents	2
00 0015	List of Drawings	1
00 2113	Instructions to Bidders	5
00 4100	Bid Form	2
00 5200	Agreement Form	1
00 7200	General Conditions	1
00 7300	Supplementary Conditions	3

DIVISION 1 – GENERAL REQUIREMENTS

01 1000	Summary	1
01 2000	Price and Payment Procedures	3
01 2300	Alternates	1
01 3000	Administrative Requirements	3
01 4000	Quality Requirements	4
01 4216	Definitions	1
01 5000	Temporary Facilities & Controls	2
01 6000	Product Requirements	3
01 7000	Execution and Closeout Requirements	6
01 7800	Closeout Submittals	5
01 9400	Restoration and Renovation Techniques	4

DIVISION 2 – SITEWORK

02 4100	Demolition	2
---------	------------	---

DIVISION 4 – MASONRY

04 0100	Masonry Restoration	5
04 9150	Masonry Cleaning	6

DIVISION 6– WOODS AND PLASTICS

061000	Rough Carpentry	4
062000	Finish Carpentry	3

DIVISION 7– THERMAL AND MOISTURE PROTECTION

07 2119	Foamed-In-Place Insulation	2
07 3113	Asphalt Shingles	3
07 5400	Thermoplastic Membrane Roofing	4
07 6100	Sheet Metal Roofing	3
07 6200	Sheet Metal Flashing and Trim	3
07 7123	Manufactured Gutters and Downspouts	2
07 9005	Joint Sealers	3

DIVISION 9 – FINISHES

09 2116	Gypsum Board Assemblies	3
09 2200	Plaster Systems	4
09 6800	Carpeting	3
09 9723	Concrete and Masonry Coatings	3
09 9900	Painting and Coating	5

DIVISION 15 - MECHANICAL

	Mechanical Specification-Table of Contents	1
22 0510	General Provisions	5
23 0513	Basic Mechanical Requirements	2
23 0950	H.V.A.C. Control Systems	9
23 9500	Project Closeout	2

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 1313	Concrete Paving	3
---------	-----------------	---

END OF SECTION

SECTION 00 00 15

EXHIBIT B

LIST OF DRAWINGS

COVER SHEET

ARCHITECTURAL DRAWINGS:

A0.1	SITE PLAN
A0.2	SITE DETAILS
A0.3	SITE DETAILS
A1.1	DEMOLITION ROOF PLAN
A2.1	FIRST FLOOR RESTORATION PLAN
A2.2	SECOND FLOOR RESTORATION PLAN
A2.3	THIRD FLOOR RESTORATION PLAN
A2.4	ROOF PLAN
A2.5	ROOF DETAILS
A2.6	ROOF DETAILS
A2.7	ROOF DETAILS
A2.8	ROOF DETAILS
A3.0	ELEVATION NOTES
A3.1	NORTH ELEVATION
A3.2	WEST ELEVATION
A3.3	SOUTH ELEVATION
A3.4	EAST ELEVATION
A3.5	DETAILS
A4.0	INTERIOR ELEVATIONS
A4.1	INTERIOR ELEVATIONS & DETAILS

MECHANICAL DRAWINGS:

M1.0	BASEMENT FLOOR PLAN – H.V.A.C.
M1.1	FIRST FLOOR PLAN – H.V.A.C
M1.2	SECOND FLOOR PLAN – H.V.A.C.
M1.3	THIRD FLOOR PLAN – H.V.A.C.
M2.0	AIR HANDLING UNIT SCHEDULE
M2.1	SCHEMATIC CONTROL DRAWINGS (AHU 1-4)

END OF SECTION