

# Document A101/CMa – 1992 *Standard Form of Agreement*

**Between Owner and Contractor** where the basis of payment is a *STIPULATED SUM*

**AGREEMENT** made as of May 24, 2012  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:

*(Name, legal status and address)*  
Idaho Falls School District No. 91  
690 John Adams Pkwy.  
Idaho Falls, Idaho 83401

and the Contractor:

*(Name, legal status and address)*  
Barry Hayes Construction, LLC  
1490 W. Colorado Ave.  
Idaho Falls, ID 83402

for the following Project:

*(Include detailed description of Project, location, address and scope.)*

**Idaho Falls High School Remodel**  
**601 S. Holmes**  
**Idaho Falls, ID**

The Construction Manager is:

*(Name, legal status and address)*  
Bateman-Hall, Inc.  
PO Box 1464  
Idaho Falls, ID 83403

The Architect is:

*(Name, legal status and address)*  
Design West Architects, PA  
255 South 300 West  
Logan, UT 84321

The Owner and Contractor agree as set forth below.

## **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 form.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ARTICLE 1 GENERAL PROVISIONS**

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 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Bid Package #3: Building, Alternate #1 - Resilient Floor Tile for Room 125

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, 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.)*

6-11-12

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**§ 3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than 8-17-12

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

, 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.)*

As per Contract Documents

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One Hundred Seventy-Nine Thousand Nine Hundred Fifty-Nine (\$179,959.00), 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 until which that amount is valid.)*

Alternate #1 - Resilient Floor Tile for Room 125

**§ 4.3** Unit prices, if any, are as follows:

Description	Units	Price (\$0.00)
NA		

## **ARTICLE 5 PROGRESS PAYMENTS**

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and 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.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.3 Applications for payment shall be as outlined in the General Conditions.

§ 5.4 Each Application for Payment shall be based upon the 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

## **ARTICLE 6 FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions 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 Temporary facilities and services:

*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*

§ 7.4 Other Provisions:

*(Here list any special provisions affecting the Contract.)*

## **ARTICLE 8 TERMINATION OR SUSPENSION**

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

## **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition (as modified and included in the Contract Documents).

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated April 2012.

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3.

§ 9.1.5 The Drawings are dated April 26, 2012.

§ 9.1.6 The Addenda, if any, are as follows:

**Addendum #1 dated May 16, 2012**

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide 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.)*

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

**OWNER**


**Idaho Falls School District #91**

  
\_\_\_\_\_  
(Signature)

*George Boland, Supt.*  
\_\_\_\_\_  
(Printed name and title)

**CONTRACTOR**

**Barry Hayes Construction, LLC**

  
\_\_\_\_\_  
(Signature)

*Barry A. Hayes President*  
\_\_\_\_\_  
(Printed name and title)