

**BLACK COMMENTS:** Lucinda

**ORANGE COMMENTS:** Katie (5/2014)

**EDIT SUMMARY - ASU-JONESORO EDITS AIA101 - 2007  
Agreement Between Owner & Contractor**

**OWNER:** *Len T. Frey, Ph., D., Vice Chancellor for Finance & Administration, P.O. Box 2100, State University, AR 72467*

\_\_\_\_\_ Article 2: Language below must be included:

The Construction Manager/Contractor understands that the work must comply with accessibility laws, **including but not limited to the Fair Housing Act and the Americans with Disabilities Act**, and will ensure that the work is built in strict conformance with the Contract Documents including all Drawings, Plans, and Specifications.

**“This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination on the basis of race, color, religion, sex, or national origin, against qualified protected veterans on the basis of veteran status, and against qualified individuals on the basis of disability; and require affirmative action by covered prime contractors and subcontractors to ensure equality of opportunity in all aspects of employment, and to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.” (Must appear in BOLD)**

\_\_\_\_\_ Article 3 - 3.3

Liquidated Damage – Add language below:

The Construction Manager/Contractor understands that the work must be completed by the stated deadline. Should the property not be ready for occupancy at the time set in the contract, the parties agree that Owner will incur substantial damages for [insert reason; e.g. paying to place student in alternate housing, leasing alternate space, canceling classes] and will suffer damage to reputation [insert facility; e.g. housing, offices, recreational facility] is not available. Because the damages to Owner resulting from a delay in completion of the work are not capable of exact calculation, the parties have bargained for and agree that, if the Construction Manager/Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Construction Manager/Contractor will pay to the Owner the amount of \$\_\_\_\_\_ per day for liquidated damage for each calendar day that the contract shall be in default after the time stipulated in the contract documents. The parties expressly agree that these liquidated damages are a fair and reasonable amount of compensation to Owner for loss of access for the [insert building name] and do not constitute a penalty.

\_\_\_\_\_ Article 5 – 5.1.3

Confirm 10<sup>th</sup> day of the month is reflected in this item, first two lines.

Last line should include ‘or twenty-one (21) days after Owner receives Certified Payment Application.

\_\_\_\_\_ Article 5 – 5.1.6 - Change 10% to 5% as retainage for work completed. Zero (0%) retainage is withheld on materials stored.

\_\_\_\_\_ Article 5 – 5.1.7 - Line 1 should read ‘Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum....

\_\_\_\_\_ 5.2.1 – Add line 3 as follows:  
Receipt of Release of Liens, Consent of Surety, detailed “As-Builts” documents, Warranties, Operation & Maintenance Manuals, and Commissioning Documents *has been delivered to the Owner.*

\_\_\_\_\_ 6.2 – Add Arbitration pursuant to Section 15.4 of AIA document A201-2007.

\_\_\_\_\_ 8.2 Delete all but....late payment penalties may be assessed pursuant to Arkansas Code annotated §19-4-1411 and §22-9-205. *Add back in: Payments due and unpaid under the Contract shall bear interest from sixty (60) days following 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).*

## CHECKLIST FOR EDITS REQUIRED ON A201 - PER LUCINDA

### General Conditions of the Contract for Construction

*in section ‘The Owner’ -*

*Arkansas State University-Jonesboro  
ATTN: Len T. Frey, Ph.D. , Vice Chancellor for Finance & Administration  
P.O. Box 2100, State University AR 72467*

\_\_\_\_\_ 1.5 Change as follows The Architect (or Engineer) Consultants....**and the Owner.....**

\_\_\_\_\_ **2.1.2 Delete this section.**

\_\_\_\_\_ **2.4 Add at the end ‘within thirty (30) days of receipt of written notice that Owner is exercising its rights hereunder.’**

\_\_\_\_\_ **3.2.2 Delete last sentence in this paragraph.**

\_\_\_\_\_ **3.2.3 Delete this section.**

\_\_\_\_\_ **3.2.3 Change number since previous section deleted.**

\_\_\_\_\_ 3.9.1 First paragraph, last sentence adds: Per ASU policy a background check is required for construction superintendents assigned to an ASU campus for the term of the contract.

- \_\_\_\_\_ 5.2.1 Delete the last sentence.**
- \_\_\_\_\_ 5.4.3 Delete last sentence.**
- \_\_\_\_\_ 6.2.3 Add 'by Owner' to end of last sentence and omit 'a separate Contractor's delays from that sentence.**
- \_\_\_\_\_ 9.6.7 Delete the following from last sentence 'shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.**
- \_\_\_\_\_ 9.7 Delete 'plus interest as provided for in the Contract Documents' from the last sentence in this paragraph.**
- \_\_\_\_\_ 9.10.4 Delete this paragraph.**
- \_\_\_\_\_ 9.10.5 Change this to 9.10.4 since previous paragraph was deleted.**
- \_\_\_\_\_ 10.3.2 Add to last sentence 'provided that the clean-up was not required due to Contractor's negligence or mishandling of the hazardous material. In such an instance Contractor should be responsible for all costs, fines or fees related to the presence of the hazardous materials.**
- \_\_\_\_\_ 10.3.3. Delete entire section. Renumber the following sections per this change.**
- \_\_\_\_\_ 10.3.5 In last sentence remove 'indemnify the Contractor' and replace with 'be responsible'.**
- \_\_\_\_\_ 11.3.1.2 Delete last two sentences from this paragraph.**
- \_\_\_\_\_ 11.3.3 Delete last sentence from this paragraph.**
- \_\_\_\_\_ 11.3.10 Delete last sentence from this paragraph.**
- \_\_\_\_\_ 11.4.1 Delete 'have the right to' from first sentence.**
- \_\_\_\_\_ 12.1.2 Delete 'or a separate contractor' from last sentence.**
- \_\_\_\_\_ 12.2.2.1 Delete 'and to make a claim for breach of warranty' from the next to the last Sentence.**
- \_\_\_\_\_ 13.1 Delete and replace with: The Contract shall be governed by the laws of the State of Arkansas. The parties hereby irrevocably consent to the jurisdiction of the State of Arkansas. The parties agree that venue properly lies in the federal and state courts in the State of Arkansas, provided that in the event monetary**

***damages are sought against Owner. Venue properly lies solely in the Arkansas State Claims Commission.***

\_\_\_\_ 13.6 Per Arkansas law, payments due and unpaid under the Contract Documents shall bear interest from **60** days after the date payment is due at such a rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

\_\_\_\_ 13.7 The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law.

\_\_\_\_ ***14.1.3 Last line in this section should read 'executed, including reasonable overhead and profit, and costs incurred by reason of such termination.'***

\_\_\_\_ ***14.4.3 Delete following from last sentence 'along with reasonable overhead and profit on the Work not executed.'***

\_\_\_\_ 15.1.6 Delete paragraph except ***last sentence to remain in this section 'Nothing contained...'***

\_\_\_\_ ***15.2.5 Delete portion of last sentence 'mediation and, if the parties fail to resolve their dispute through mediation'***

\_\_\_\_ ***15.2.6 Delete.***

\_\_\_\_ ***15.2.6.1 Delete. Renummer rest of section accordingly.***

\_\_\_\_ ***15.3 Delete entire section***

\_\_\_\_ ***15.4 Delete entire section***

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THIS TO BE INCLUDED IN ALL ARCHITECTURAL CONTRACT AGREEMENTS:

The Architect understands that the Owner is a state agency and that, therefore, the Work must comply with state and federal accessibility laws, including the Americans with Disabilities Act, the Rehabilitation Act, and the Fair Housing Act and the regulations issued pursuant to these laws. Architect will insure that the Contract Documents, including all Drawings and Specifications, comply with all accessibility laws and regulations.

Paragraph below must be included in ALL contracts (design/construction/etc.) per Traci Perrin.

**“This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination on the basis of race, color, religion, sex, or national origin, against qualified protected veterans on the basis of veteran status, and against qualified individuals on the basis of disability; and require affirmative action by covered prime contractors and subcontractors to ensure equality of opportunity in all aspects of employment, and to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.”**

Effective 3/24/14 Above paragraph must appear in all caps.