

 **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
in the year 2018
(In words, indicate day, month and year)

18th day of April

BETWEEN the Owner:
(Name, address and other information)
Optimum Personal Care Sugar Land II
1110 Lakeview Drive A
Sugar Land, Texas 77478
Bobby English
281-565-4144
optpercare@aol.com
and the Contractor:

(Name, address and other information)
Momentum Project Controls, LLC
dba Momentum General Contractors
7007 Winding Walk Dr. # 200
Houston, Texas 77095
713-856-9977
Fred Allen, President
fred@momentumcontractors.com
for the following Project:
(Name, location, and detailed description)
Optimum Personal Care Assisted Living Facilities
1110/1112/1114 Lakeview Drive
Sugar Land, Texas 77478

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.

The Architect:
(Name, address and other information)
Radian Architecture
134 Eldridge Road, Suite A
Sugar Land, Texas 77478
713-933-0507
Nate Lewis
nate.lewis@radianarchitecture.com

The Owner and Contractor agree as follows.

Init.

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.)

*** NOTICE TO PROCEED WILL BE ISSUED BY THE OWNER PRIOR TO ANY WORK BEING PERFORMED. WORK/TIME WILL STATE (7) SEVEN DAYS AFTER NOTICE TO PROCEED OR RECEIPT OF PERMIT (WHICHEVER IS LATER).

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:

*** THIS CONTRACT IS CONTINGENT UPON APPROVED FINANCING

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

Init.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (365) 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.)

, 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.) N/A

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

Dollars (\$ 2,047,760.00), subject to additions and deductions as provided in the Contract Documents.
 Two Million Forty-Seven Thousand Seven Hundred Sixty Dollars and Zero Cents

§ 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.)

See Exhibit "A" Schedule of Values for clarification of work to be performed.

§ 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
N/A		

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

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
None	

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.

Init.

§ 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: N /A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the (1st) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the (15th) day of the () 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 (15th) 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 percent (%). 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 percent (10 %);
- .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.)

The owner shall hold a retainage at 10% of the amount due to the contractor until 30 days after substantial completion.

§ 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.

§ 9.1.5 The Drawings:

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

Number	Title	Date
Plans	Exhibit "B"	See Attachment

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

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.)

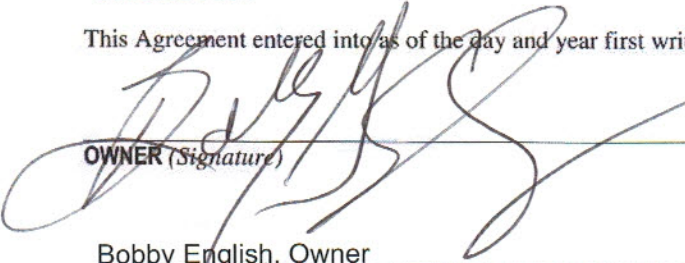
No Performance & Payment Bonds Required

Workmans Compenstion

2 Million Liability

Builders Risk

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


OWNER (Signature)

Bobby English, Owner
(Printed name and title)


CONTRACTOR (Signature)

Fred Allen, President
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

EXHIBIT " A "



OPTIMUM PERSONAL CARE FACILITY				
1110 LAKEVIEW DR				
SUGARLAND, TX 77478				
4/17/18	REVISED		Construction Type	NEW
			Building Size	10050
			Calendar Days	360
			Price Per Sq Ft	\$ 203.76
COST CODE	DESCRIPTION			
MISCELLANEOUS FEES				
010-101	Building Permits - Allowance	OWNER		
010-100	Wastewater Impact Fees etc.	OWNER		
010-100	Architect Fees / Engineering Fees-	OWNER		
010-100	ADA / Code Compliance	OWNER		
010-300	Advertising and Marketing Fees	OWNER		
010-105	Working Capital for Owner	OWNER		
010-102	Testing Lab Services	OWNER		
	Subtotal Miscellaneous Fees		\$	-
1	GENERAL CONDITIONS			
010-008	General Liability Insurance	\$ 3,600.00		
010-008	Workman's Compensation Insurance	\$ 4,800.00		
010-008	Builder's Risk Insurance	\$ 5,200.00		
010-041	Superintendent / Project Management	\$ 45,000.00		
010-031	Temporary Phones / Fax	\$ 1,000.00		
010-029	Temporary Office	\$ 3,500.00		
010-040	Fuel & Repair	\$ 5,000.00		
010-026	Shipping/Express Mail	\$ 700.00		
010-034	Temporary Clean-up	\$ 3,000.00		
010-036	Job Signs	\$ 1,500.00		
010-075	Final Clean	\$ 3,500.00		
010-033	Dumpster Fees	\$ 6,000.00		
010-011	Job Safety/First Aid/Water & Ice	\$ 700.00		
	Subtotal General Conditions		\$	83,500.00
2	SITE WORK			
020-053	Temporary Construction Fencing	\$ 4,000.00		
010-100	Building Surveyor - Field Engineering	\$ 9,000.00		
020-084	Storm Sewer	\$ 18,000.00		
020-083	Domestic Water- Stub out from building only	\$ 4,000.00		
020-085	Fireline - Stub out from building only	\$ 16,500.00		
020-085	Sanitary Sewer - Stub out from building only	\$ 6,500.00		
020-842	Pavement Marking & Signage	\$ 5,400.00		
020-055	Site Demo - Land Clearing and Haul-off	\$ 4,500.00		
020-055	Earthwork - Strip, Import, Export and Grading	\$ 45,000.00		
020-053	Construction Entrance	\$ 3,500.00		
020-053	Erosion Control	\$ 3,900.00		
020-056	Termite Treatment	\$ 900.00		
020-062	Landscaping & Irrigation	\$ 34,800.00		
	Subtotal Site Work		\$	156,000.00
3	CONCRETE			
030-151	Cast-in-Place Concrete- Slab On Grade	\$ 185,000.00		
030-055	Site Concrete- Paving, Sidewalks & Decorative Concrete	\$ 45,000.00		
	Subtotal Concrete		\$	230,000.00
4	MASONRY			
040-326	Masonry	\$ 110,000.00		
	Subtotal Masonry		\$	110,000.00
5	METALS			
050-353	Dumpster Gates and Bollards	\$ 12,500.00		
	Subtotal Metals		\$	12,500.00

6	WOOD & PLASTICS			
060-401	Rough Carpentry Materials	\$	75,000.00	
060-401	Rough Carpentry Labor	\$	71,000.00	
060-501	Finish Carpentry / Millwork - Includes Granite	\$	65,000.00	
	Subtotal Wood & Plastics			\$ 211,000.00
7	THERMAL & MOISTURE PROTECT			
070-480	Shingle Roofing	\$	33,000.00	
070-480	Gutters & Downspouts	\$	7,500.00	
070-476	Building Insulation	\$	11,000.00	
070-479	Damproofing, Waterproofing, Caulking and Sealants	\$	23,000.00	
	Subtotal Thermal & Moisture Protection			\$ 74,500.00
8	DOORS, WINDOWS, GLASS			
080-502	Doors, Frames & Hardware	\$	84,000.00	
080-815	Door & Hardware Installation Labor	\$	22,900.00	
080-515	Exterior Windows	\$	17,400.00	
	Subtotal Doors, Windows & Glass			\$ 124,300.00
9	FINISHES			
090-501	Interior Drywall- Tape, Float, Texture	\$	58,000.00	
090-566	Fiberglass Reinforced Panels	\$	13,500.00	
090-561	Ceramic Tile & Base	\$	66,300.00	
090-562	Vinyl Plank Flooring	\$	39,000.00	
090-565	Suspended Acoustical Ceilings	\$	3,500.00	
090-566	Painting - Interior / Exterior	\$	38,000.00	
	Subtotal Finishes			\$ 218,300.00
10	SPECIALTIES			
100-601	Toilet Accessories	\$	6,500.00	
100-602	Toilet Partitions	\$	1,100.00	
100-617	Restroom Signage Package	\$	2,300.00	
100-352	Fire Extinguishers & Cabinets	\$	2,800.00	
	Subtotal Specialties			\$ 12,700.00
12	FURNISHINGS			
120-100	FFE Package- Owner Allowance		OWNER	
	Subtotal Special Construction			\$ -
13	SPECIAL CONSTRUCTION			
130-200	Commercial Appliance Package - Owner Allowance	\$	40,000.00	
130-300	Monument Signage	\$	9,800.00	
	Subtotal Special Construction			\$ 49,800.00
15	MECHANICAL			
150-767	HVAC	\$	141,000.00	
150-741	Fire Sprinkler	\$	62,000.00	
150-761	Building Plumbing	\$	120,000.00	
	Subtotal Mechanical			\$ 323,000.00
16	ELECTRICAL			
160-801	Electrical - Building & Site	\$	223,000.00	
160-805	Fire Alarm	\$	33,000.00	
	Subtotal Electrical			\$ 256,000.00
	Subtotal	\$	1,861,600.00	\$ 1,861,600.00
	Overhead	\$	93,080.00	\$ 93,080.00
	Profit	\$	93,080.00	\$ 93,080.00
	Total	\$	2,047,760.00	\$ 2,047,760.00

MOMENTUM GENERAL CONTRACTORS



4/17/18

Fred Allen, President

Date