

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 NINETEENTH day of DECEMBER in the year TWO THOUSAND SEVENTEEN
(In words, indicate day, month and year)

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

CITY OF GRAND ISLAND
100 E. FIRST ST., P.O. BOX 1968
GRAND ISLAND, NE 68802

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

CHIEF CONSTRUCTION COMPANY
A SUBSIDIARY OF CHIEF INDUSTRIES, INC.
2107 S. NORTH ROAD
GRAND ISLAND, NE 68803
PHONE: 308-389-7422

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

CITY OF GRAND ISLAND
EMERGENCY 911/OPERATIONS CENTER
GRAND ISLAND, NEBRASKA

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

CANNON MOSS BRYGGER & ASSOCIATES, P.C.
208 N. PINE STREET, SUITE 301
GRAND ISLAND, NE 68801
PHONE: (308) 384-4444

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.

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.)

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:

§ 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.)

The Contractor shall achieve Substantial Completion of the entire Work not later than February 1, 2019.

(Table deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Paragraphs deleted)

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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 **THREE MILLION ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED ONE DOLLARS (\$3,122,701.00)**, 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	\$2,995,000.00
Alternate No. 1 – 911 Consoles - Add	84,542.00
Alternate No. 2 – Antenna & Tower - Add	43,159.00
Total Contract Sum	\$3,122,701.00

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

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

Item	Price
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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 first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same 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 twenty (20) 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:

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- .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 ten (10). 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 ten (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.)

WHEN THE PROJECT IS FIFTY PERCENT (50%) COMPLETE, AND IF THE CONTRACTOR'S PERFORMANCE HAS BEEN TO THE OWNER'S SATISFACTION, CONTRACTOR SHALL SUBMIT A PAY REQUEST FOR FIFTY PERCENT (50%) OF THE RETAINAGE WITHHELD TO THAT POINT. RETAINAGE SHALL BE REDUCED TO FIVE PERCENT (5%) FOR THE REMAINDER OF THE PROJECT. IF THE CONTRACTOR'S PERFORMANCE IS NOT SATISFACTORY, THEN TEN PERCENT (10%) RETAINAGE WILL CONTINUE TO BE DEDUCTED ON ALL PAY REQUESTS UNTIL THE PROJECT IS COMPLETE.

§ 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:

(Paragraphs deleted)

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.

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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.)*

(Paragraph deleted)

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

JON ROSENLUND
CITY OF GRAND ISLAND
100 E. FIRST ST., P.O. BOX 1968
GRAND ISLAND, NE 68802

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

BOB RASMUSSEN
CHIEF CONSTRUCTION
2107 S. NORTH ROAD
GRAND ISLAND, NE 68803
PHONE: 308-389-7422

§ 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:

SUBSTANTIAL COMPLETION SHALL BE DEFINED AS COMPLETION OF AIA DOCUMENT G704 SUBSTANTIAL COMPLETION BY THE ARCHITECT AND ISSUANCE OF CERTIFICATE OF OCCUPANCY BY THE CITY OF GRAND ISLAND.

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	Pages
Section 010200	General Conditions	010200-1 thru 010200-2

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

Title of Specifications: Grand Island/Hall County
Emergency Operations and 911 Center – North Road
Grand Island, Nebraska

Section	Title	Date
See attached	Table of Contents	November 14, 2017

§ 9.1.5 The Drawings:

Title of Drawings: Grand Island/Hall County
Emergency Operations and 911 Center
1210 N. North Road
Grand Island, Nebraska

Number	Title	Date
See Sheet T.01 Title Sheet	Sheet Index	November 14, 2017

§ 9.1.6 The Addenda, if any:

Number	Date
<i>(Row deleted)</i>	
Addendum No. 1	November 21, 2017
Addendum No. 2	December 1, 2017

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.)

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 (\$ 0.00)
As required per Project Manual/Specifications	


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



OWNER (Signature)

JEREMY JENSEN, MAYOR
CITY OF GRAND ISLAND

(Printed name and title)


Asst. City Attorney

1/8/2018



CONTRACTOR (Signature)

ROGER BULLINGTON, P.E.
VICE PRESIDENT OF CONSTRUCTION &
DEVELOPMENT

(Printed name and title)

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**GRAND ISLAND/HALL COUNTY
EMERGENCY OPERATIONS AND 911 CENTER – NORTH ROAD
GRAND ISLAND, NEBRASKA**

PROJECT NO: GI16114

NOVEMBER 14, 2017

TABLE OF CONTENTS

VOLUME 1

DIVISION 0 - BIDDING REQUIREMENTS AND CONTRACT REQUIREMENTS

000200 INVITATION TO BID
001000 INSTRUCTIONS TO BIDDERS
003000 PROPOSAL FORM

DIVISION 1 - GENERAL REQUIREMENTS

010200 GENERAL CONDITIONS
010400 SPECIAL CONDITIONS
011000 SUMMARY
012300 ALTERNATES
012600 CONTRACT MODIFICATION PROCEDURES
012900 PAYMENT PROCEDURES
013100 PROJECT MANAGEMENT AND COORDINATION
013300 SUBMITTAL PROCEDURES
013500 PRODUCT REQUIREMENTS
014000 QUALITY REQUIREMENTS
015000 TEMPORARY FACILITIES AND CONTROLS
017300 EXECUTION
017700 CLOSEOUT PROCEDURES
017823 OPERATION AND MAINTENANCE DATA
017839 PROJECT RECORD DOCUMENTS
017900 DEMONSTRATION AND TRAINING

DIVISION 2 - SITE CONSTRUCTION

REPORT OF GEOTECHNICAL EXPLORATION

DIVISION 3 - CONCRETE

032000 CONCRETE REINFORCEMENT
033000 CAST-IN-PLACE CONCRETE
033543 DIAMOND POLISHING CONCRETE FLOORS
034100 PRECAST STRUCTURAL CONCRETE
034500 PRECAST ARCHITECTURAL CONCRETE

DIVISION 4 - MASONRY

042000 UNIT MASONRY
042201 UNIT MASONRY TESTING

DIVISION 5 - METALS

051200 STRUCTURAL STEEL FRAMING
052100 STEEL JOIST FRAMING
053100 STEEL DECKING
054000 COLD-FORMED METAL FRAMING
055000 METAL FABRICATIONS

DIVISION 6 - WOOD AND PLASTICS

060660 3FORM TRANSLUCENT RESIN PANEL SYSTEM
061053 MISCELLANEOUS ROUGH CARPENTRY
061600 SHEATHING
064023 INTERIOR ARCHITECTURAL WOODWORK

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

071150 BITUMINOUS DAMPPROOFING – DEPRESSED FLOOR AREAS & FOUNDATIONS
071900 WATER REPELLENTS
072100 BUILDING INSULATION
072119 FOAMED-IN-PLACE EXTERIOR WALL INSULATION
072726 FIRE RESISTANT FLUID-APPLIED MEMBRANE AIR BARRIERS
075323 EPDM MEMBRANE ROOFING
076200 SHEET METAL FLASHING AND TRIM
078413 THROUGH-PENETRATION FIRESTOP SYSTEMS
078443 JOINT FIRESTOPPING
079200 JOINT SEALANTS

DIVISION 8 - DOORS AND WINDOWS

081113 HOLLOW METAL DOORS AND FRAMES
081416 FLUSH WOOD DOORS
083000 SPECIALTY STEEL DOORS AND FRAMES
083113 ACCESS DOORS AND FRAMES
084113 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
087100 DOOR HARDWARE
088000 GLAZING

DIVISION 9 - FINISHES

092216 NON-LOAD BEARING METAL FRAMING
092900 GYPSUM BOARD
093000 CERAMIC TILE
095113 ACOUSTICAL PANEL CEILINGS
096513 RESILIENT BASE AND ACCESSORIES
096519 RESILIENT TILE FLOORING
096813 TILE CARPETING
096900 ACCESS FLOORING
097200 PRESENTATION DRY ERASE WALLCOVERING
097700 SPECIAL WALL SURFACING
097714 WOOD VENEER WALL PANELS MICRO PERFORATED
098200 ACOUSTICAL WALL TREATMENT (CEMENTITIOUS WOOD FIBER WALL PANELS)
098400 ACOUSTICAL FABRIC WALL TREATMENT
099113 EXTERIOR PAINTING
099123 INTERIOR PAINTING
099300 WOOD STAINS AND TRANSPARENT FINISHES
FINISH SPECIFICATION SCHEDULE

DIVISION 10 - SPECIALTIES

101100 VISUAL DISPLAY SURFACES
102113 TOILET COMPARTMENTS
102600 WALL AND DOOR PROTECTION
103500 FLAGPOLES
104310 SIGNAGE
104413 FIRE EXTINGUISHER CABINETS
104416 FIRE EXTINGUISHERS
105300 PREMANUFACTURED METAL CANOPIES
108000 MISCELLANEOUS BUILDING SPECIALTIES
108010 TOILET AND BATH ACCESSORIES

DIVISION 11 - EQUIPMENT

115210 MANUAL PROJECTION SCREENS
115213 ELECTRIC PROJECTION SCREENS

DIVISION 12 – FURNISHINGS

122413 ROLLER WINDOW SHADES
125000 EMERGENCY 911 CONSOLES

VOLUME 2**DIVISION 21 - FIRE SUPPRESSION**

210100 GENERAL REQUIREMENTS FOR FIRE SUPPRESSION
211000 WATER-BASED FIRE-SUPPRESSION SYSTEMS

DIVISION 22 – PLUMBING

220100 GENERAL REQUIREMENTS FOR PLUMBING
220523 VALVES FOR PLUMBING
220720 PIPE INSULATION FOR PLUMBING
221116 WATER DISTRIBUTION PIPING
221123 DOMESTIC WATER PUMPS
221316 DRAINAGE AND VENT PIPING
221319 PLUMBING SPECIALTIES
223100 DOMESTIC WATER SOFTENERS
223300 DOMESTIC WATER HEATERS
224000 PLUMBING FIXTURES

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

230100 GENERAL REQUIREMENTS FOR MECHANICAL SYSTEMS
230500 BASIC MECHANICAL MATERIALS AND METHODS
230505 BASIC MECHANICAL PIPING MATERIALS AND METHODS
230523 VALVES FOR HVAC
230593 TESTING, ADJUSTING, AND BALANCING
230700 DUCT INSULATION
230710 EQUIPMENT INSULATION
230720 PIPE INSULATION FOR HVAC
230900 HVAC INSTRUMENTATION AND CONTROLS
230993 SEQUENCE OF OPERATION FOR HVAC CONTROLS
231123 FUEL GAS PIPING
232113 HYDRONIC PIPING
232123 HYDRONIC PUMPS
232500 HVAC WATER TREATMENT
233000 HUMIDIFIER
233113 METAL DUCTS AND ACCESSORIES
233423 POWER VENTILATORS
233600 AIR TERMINALS
235216 CONDENSING BOILERS
236200 CONDENSING UNITS
237313 ROOFTOP AIR HANDLING UNITS (RTU-1)
238123 COMPUTER-ROOM AIR-CONDITIONING UNITS
238219 FAN COIL UNITS
238238 CABINET UNIT HEATERS

DIVISION 26 - ELECTRICAL

260100 GENERAL ELECTRICAL REQUIREMENTS
260500 BASIC ELECTRICAL MATERIALS AND METHODS
260536 CABLE TRAYS
260600 GROUNDING AND BONDING

262416 PANELBOARDS
262726 WIRING DEVICES
262816 DISCONNECT SWITCHES AND CIRCUIT BREAKERS
262913 MOTOR CONTROLLERS
263213 PACKAGED ENGINE GENERATORS
263353 STATIC UNINTERRUPTIBLE POWER SUPPLY
264113 LIGHTNING PROTECTION FOR STRUCTURES
264313 SURGE PROTECTIVE DEVICES (SPD'S)
265100 LIGHTING
265200 LIGHTING CONTROL
268100 FIRE ALARM

DIVISION 27 - COMMUNICATIONS

271500 COMMUNICATION CABLING SYSTEMS
274134 AUDIO VISUAL SYSTEMS

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

281300 ACCESS CONTROL
282300 VIDEO SURVEILLANCE

DIVISION 31 - EARTHWORK

313116 TERMITE CONTROL

CITY OF GRAND ISLAND WATER MAIN SPECS - REVISED 12-17-15

CITY OF GRAND ISLAND STORM AND SANITARY SEWER SPECS - REVISED 1-18-2010