



216 SW 5th Avenue
Meridian, Idaho 83642
(208) 888-1768
FAX: (208) 955-6885

RECEIVED
MAY 30 2019
DISTRICT OFFICE

DATE: May 28, 2019
PROJECT: Emmett Middle School Gymnasium Roof
TO: Wayne Rush, Superintendent
Emmett School District
400 S. Pine Street #1
Emmett, Idaho 83617

We are sending you x attached under separate cover via US Mail the following items:

 shop drawings prints tracings x other

Copies	Description
2	AIA Document A101 – Owner/Contractor Agreement
1	Payment Bond and Insurance Certificate

COMMENTS:

Please sign both copies of the enclosed AIA document where indicated on Page 8, keep one for your records and return the other to our office. We will make a copy for our files and forward it to the Contractor.

The bond and insurance certificate should be kept in your files for the project. Please note that the Performance Bond is on its way from the Contractor and we will forward it to you immediately upon receipt. Thanks!

 For Approval
 For Your Use
 As Requested
 Action Required
 For Review and Comment
x For Your Signature

Sincerely Yours,

Lisa Olsen
Contract Coordinator

If enclosures are not as noted, please notify this office at once.



AIA® Document A101™ – 2017

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

AGREEMENT made as of the Ninth day of May in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Emmett School District
400 S. Pine Street #1
Emmett, Idaho 83617

and the Contractor:

(Name, legal status, address and other information)

Upton Company
4512 E. Ustick Road
Caldwell, Idaho 83605

for the following Project:

(Name, location and detailed description)

Emmett Middle School Gymnasium Roofing
301 E. 4th Street
Emmett, Idaho 83617

The Architect:

(Name, legal status, address and other information)

Design West Architects, P.A.
216 SW 5th Avenue, Suite 100
Meridian, Idaho 83642

The Owner and Contractor agree as follows.

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, 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.

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

EXHIBIT A 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:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: July 26, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

All Work

Substantial Completion Date

7/26/2019

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 One Hundred Forty Thousand, Seven Hundred Seventy Dollars and Zero Cents (\$ 140,770.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Alternate No. 1 – 80 mil PVC and 30 Year

Warranty

Price

\$4,420.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

N/A

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

N/A

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

N/A

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages of Five Hundred Dollars (\$500.00) shall be assessed for each calendar day beyond the Date of Substantial Completion identified in Article 3.3.1

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

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 last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified 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 of values 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 In accordance with AIA Document ~~A201™-2017~~, A201™-2007, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in ~~Article 9 of AIA Document A201-2017~~; A201-2007;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in ~~Article 9 of AIA Document A201-2017~~; A201-2007; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage of 5% shall be withheld from each Application for Payment

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The Contractor may submit a final Application for Payment that includes withheld retainage when all items noted on all punch lists have been corrected and confirmed by the Architect and accepted by the Owner.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017, A201-2007.

§ 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 ~~Article 12 of~~ AIA Document A201-2017, 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:

§ 5.3 Interest

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.)

As outlined by the Owner OR At the legal rate prevailing in [project location] at the time payment is due %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to ~~Article 15 of~~ AIA Document A201-2017, A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to ~~Article 15 of AIA Document A201-2017, A201-2007~~, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

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 A201-2017, A201-2007~~.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with ~~Article 14 of AIA Document A201-2017~~, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in ~~Article 14 of AIA Document A201-2017, A201-2007~~.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document ~~A201-2017, 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 The Owner's representative:

(Name, address, email address, and other information)

Wayne Rush, Superintendent
Emmett School District
400 S. Pine Street #1
Emmett, Idaho 83617

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jason Webster, Vice President
Upson Company
4512 E. Ustick Road
Caldwell, Idaho 83605

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User Notes:

(1916090475)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. A201-2007, General Conditions of the Contract for Construction as modified and included in the Project Manual dated March 18, 2019 and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- ~~.2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds~~
- ~~.3 AIA Document A201™-2017, .3 AIA Document A201™-2007, General Conditions of the Contract for Construction~~
- ~~.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: Construction, as modified and included in the Project Manual dated March 18, 2019~~
(Insert the date of the E203-2013 incorporated into this Agreement.)
- .4

- .5 Drawings

Number	Title	Date
<u>See list attached as Exhibit A</u>		

- .6 Specifications

Section	Title	Date	Pages
<u>See list attached as Exhibit A</u>			

- .7 Addenda, if any:

Number	Date	Pages
<u>1</u>	<u>4/22/19</u>	<u>4</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)~~

☐ ~~The Sustainability Plan:~~

☒ Supplementary and other Conditions of the Contract:

Title	Date	Pages
<u>Document</u>	<u>Title</u>	<u>Date</u> <u>Pages</u>
<u>A201-2007, as modified</u>	<u>General Conditions of the</u>	<u>3/18/19</u> <u>50</u>
<u>Section 011190</u>	<u>Contract for Construction</u>	
	<u>Contract Considerations</u>	<u>3/18/19</u> <u>1</u>

☐ ~~Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017, A201™-2007 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

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


OWNER (Signature)

Wayne Rush, Superintendent
(Printed name and title)

 5-15-19
CONTRACTOR (Signature)
Justin Barker
Jason Webster, Vice President
(Printed name and title)

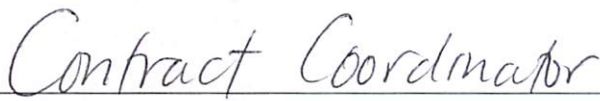
Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lisa A. Olsen, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:05:04 MT on 05/09/2019 under Order No. 1319878189 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)


(Title)

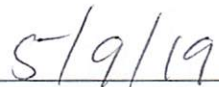

(Dated)

EXHIBIT A – LIST OF SPECIFICATIONS AND DRAWINGS

NO. OF PAGES

BIDDING / GENERAL CONDITIONS

Document 00 00 10	Advertisement for Bid	1
Document A701	Instructions to Bidders	1
Document 00 01 00	Supplementary Instructions to Bidders	3
Document 00 03 00	Bid Proposal Form	2
Document 00 05 00	Agreement Form	1
Document A201	General Conditions	50
Form	Public Works Contract Report	2
Form	Contractor's Affidavit Concerning Taxes	1
Form	EPA Notification of Demolition and Renovation	2
Schedule	Project Schedule	1

DIVISION 01 - GENERAL REQUIREMENTS

Section 01 11 00	Summary of Work	2
Section 01 11 90	Contract Considerations	1
Section 01 13 90	Coordination and Meetings	2
Section 01 23 00	Bid Alternates	1
Section 01 33 00	Submittal Procedures	2
Form	Submittal Form	1
Section 01 45 00	Quality Control	3
Section 01 50 00	Construction Facilities and Temporary Controls	3
Section 01 60 00	Material and Equipment	2
Form	Substitution Request Form	1
Section 01 70 00	Contract Closeout	4

DIVISION 02 - EXISTING CONDITIONS

Section 02 41 16	Selective Structure Demolition	2
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DIVISION 05 - METALS

Section 05 50 00	Metal Fabrication	4
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DIVISION 06 - WOOD, PLASTICS AND COMPOSITES

Section 06 10 00	Rough Carpentry	9
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DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 07 22 16	Roof Board Insulation	3
Section 07 54 00	Thermoplastic Membrane Roofing	9
Section 07 62 00	Sheet Metal Flashing and Trim	5
Section 07 92 00	Joint Sealants	5

DIVISION 22- PLUMBING

Section 22 00 00	Plumbing General Requirements	5
Section 22 01 00	Plumbing	5

EXHIBIT A – LIST OF SPECIFICATIONS AND DRAWINGS

NO. OF PAGES

DIVISION 23- HVAC

Section 23 00 00	HVAC General Requirements	7
Section 23 01 00	HVAC.....	3

DRAWINGS

Sheet G1.00	Cover Sheet	1
Sheet A3.60	Demo & Roof Plan	1
Sheet A8.30	Roof Details	1

SECTION 01 11 00

SUMMARY OF WORK

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Contract Description.
 - 2. Work by Owner.
 - 3. Contractors Responsibilities.
 - 4. Contractor use of site
 - 5. Work Sequence.
 - 6. Schedule.
 - 7. Owner Occupancy.

1.2 CONTRACT DESCRIPTION

- A. The Contract Documents describe the following:
 - 1. Demolition and disposal of all existing vertical and horizontal roofing materials to expose the existing structure.
 - 2. Rough carpentry per contract documents and/or required to perform the roofing project.
 - 3. Demolition of existing roof drains and installation of new roof drains, overflow drains, collector heads, piping, and downspouts.
 - 4. Installation of new prefinished metal collector head, downspout, steel downspouts, and downspout nozzle.
 - 5. Modifications to and/or new HVAC curbs, equipment, etc., required to perform the roofing project.
 - 6. Installation of new roof vents per Contract Documents.
 - 7. Installation of Cover Board over wood deck. Class A.
 - 8. Installation of 60 mil PVC roofing system and a 20 year NDL Manufacturers Warranty.
 - 9. Installation of prefinished metal coping cap assembly.
- B. The Contractor shall provide all labor, materials, and equipment necessary to perform the work described in the Contract Documents.

1.3 WORK BY OWNER

- A. The Owner may award outside contracts which will commence during this project.
 - 1. Contractors shall allow access to the site for the Owner and their Contractors to perform their work.
 - 2. Owners Contractor may install new speakers, lights, and heat tape. Coordinate and detail to maintain the Roofing Manufacturer's Warranty.

1.4 OWNER FURNISHED PRODUCTS – NOT USED.

1.5 CONTRACTOR'S RESPONSIBILITIES

- A. Handle, store, install and finish products.
- B. Repair or replace items damaged after receipt.