City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager MJP-W

DATE: September 25, 2018

SUBJECT: Carroll Public Library/Carroll City Hall Project
- Report of Bid Opening
- Award of Bid

On August 29, 2018, bids for the construction of the Carroll Public Library/Carroll City Hall Project were received, opened and tabulated. Four bids were received. Bids from Woodruff Construction, LLC and The Samuels Group Inc were found to be nonresponsive. Attached is a memo from OPN Architects that outlines why these two bids were found to be nonresponsive. The responsive base bids are as follows:

Badding Construction Company	$4,506,000
Ball Team LLC	$4,725,000

A detailed summary of the bids received is attached.

The lowest responsive, responsible bid is from Badding Construction Company and is below the previously adopted Architect's estimate of cost of $4,646,504. Additionally, when including the estimated sales tax deduction of $107,500 in the Architect's estimate of cost, the overall estimated project cost is $4,539,004. Again, the base bid from Badding Construction Company is lower than that estimate.

OPN Architects and staff are recommending that the City Council accept the following alternates for the Library portion of the project:

#2 Add linear LED Accent Lights	$12,500
#6 Connect Police Dept Garage Heater to Building Automation Systems	$7,600
Alternate totals	**$20,100**

Including the alternates, the total project amount is $4,526,100.

Based on the bids received, the current project cost estimate is as follows:

	Low Range	High Range
Construction	$4,526,100	$4,526,100
Construction Contingency (8%)	$362,088	$362,088
Design and Construction Services	$604,666	$604,666
Furnishings	$549.745	$633,150
Misc Costs	$195,528	$391,055
Temp Leases	$121,706	$121,706
Moving Costs	$66,425	$66,425
Legal and Bonding Costs	$89,800	$89,800
Abatement and Mitigation (asbestos)	$51,708	$54,208
Land Purchase	$75,000	$150,000
Utility Rebates	- $24,439	- $24,439
Total Project Cost Estimate	**$6,618,326**	**$6,974,760**

The Budget includes the following funding for the Carroll Public Library/Carroll City Hall Project:

F.Y. 17 – 18 Budget (L.O.S.T.)	$350,000
F.Y. 18 – 19 Budget (L.O.S.T.)	$150,000
F.Y. 18 – 19 Budget (Bonding)	$3,800,000
Carroll County	$25,000
Carroll Public Library Foundation	$ 2,155,647
Enhance Iowa CAT Grant	$494,112
Total Funds	**$6,974,759**

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution awarding the contract for the Carroll Public Library/Carroll City Hall Project to Badding Construction Company at their base bid price of $4,506,000 and adding Library alternates #2 in the amount of $12,500 and #6 in the amount of $7,600 for a total price of $4,539,004.

attachments (2)

OPN ARCHITECTS

Cedar Rapids
200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines
100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City
24 ½ S. Clinton Street
Iowa City, Iowa 52240
(319) 363-6018

Madison
301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

September 4th 2018

City of Carroll, 112 East 5th St, Carroll, Iowa 51401

RE: Carroll Public Library and City Hall Combined Bid

City of Carroll: Upon reviewing the bids submitted for the above referenced project, OPN Architects recommends the City of Carroll accept the lowest responsive, responsible bid from Badding Construction for the combined Carroll Public Library/Carroll City Hall project in the amount of $4,506,000. OPN also recommends accepting library bid alternates #2 in the amount of $12,500 and #6 in the amount of $7,600, and recommends the City proceed with the execution of a contract for general construction services with Badding Construction for the work as bid. Including the alternates, the total project amount is $4,526,100. The City received four (4) bids on bid day. Of those the city received two (2) responsive and responsible bids. Two of the bids were deemed unresponsive for the following reasons:

- Woodruff Construction did not acknowledge addendums 1, 5, and 6 for the Carroll Public Library Project and addendums 3 and 4 for the Carroll City Hall project. Additionally, their bid was not filled out on the correct bid form causing them to omit pricing for Alternate No. 2 for a Fire Sprinkler System. For these reasons Woodruff Construction bid was deemed unresponsive.
- Samuels Group submitted their bid after the 4:00 pm deadline, actual time the bid was received was 4:01:10. Therefore Samuels Group bid could not be accepted and is deemed unresponsive. Additionally, there are the following issues with the bid provided by Samuels Group which also make it unresponsive:
    - No pricing was provided for the Carroll Public Library Only Alternate No 3.
    - Inconsistent pricing was provided between the two copies of the required bid forms for the Carroll City Hall Only Base Bid. $1,509,933 vs $1,509,939.
    - Inconsistent pricing was provided between the two copies of the required bid forms for the combined Carroll Public Library/Carroll City Hall Alternate No 1. $28,449 vs $17,449.
    - No pricing was provided for the combined Carroll Public Library/Carroll City Hall Alternate No 3.

OPN ARCHITECTS

- Inconsistent pricing was provided between the two copies of the required bid forms for the combined Carroll Public Library/Carroll City Hall Alternate No 4. No Bid vs $16,929.
- Inconsistent pricing was provided between the two copies of the required bid forms for the combined Carroll Public Library/Carroll City Hall Alternate No 5. No Bid vs $1,800.
- Inconsistent pricing was provided between the two copies of the required bid forms for the combined Carroll Public Library/Carroll City Hall Alternate No 6. $9,925 vs No Bid.
- The bid bond was unsigned by Samuels Group.

Despite the discrepancy we feel that the collection of bids was reflective of the value of the project.

Based on acceptance of the base bid plus recommended bid alternates, the total construction cost of the work is $4,526,100. This amount is lower than estimated and budgeted, even with the included recommend add alternates. OPN believes it is in the best interest of the City of Carroll to move forward with the project and award the bid to Badding Construction.

OPN Architects is pleased to offer this recommendation and is looking forward to embarking on both the City Hall and Library Projects for the City of Carroll. Please feel free to contact me with any questions.

Sincerely,

OPN ARCHITECTS, INC.

Joe Feldmann, AIA

Project Architect

Carroll Public Library and City Hall Combined Bid
Carroll, Iowa
PROJECT NO. 17842001

August 29th 2018

OPN ARCHITECTS
100 Court Ave
SUITE 100 Des Moines, Iowa

General Contractors (in the order opened)	**Badding Construction**			**Woodruff**			**Ball Team**			**Samuels Group**		
				Did not acknowledge addenda and missing alt.2 at City Hall/wrong bid form						delivered at 4:01:10/late Missing add/deduct information on alts. Bid Bond not signed		
		x			x			x			x	
	L	CH	L+CH	L	CH	L+CH	L	CH	L+CH	L	CH	L+CH
Addendum No. 1			x		x				x			x
Addendum No. 2			x	x	x				x			x
Addendum No. 3			x	x					x			x
Addendum No. 4			x	x					x			x
Addendum No. 5			x		x				x			x
Addendum No. 6			x						x			x
Base Bid - Library	***$3,296,000.00***			***$4,300,000.00***			***$4,000,000.00***			***$3,188,689.00***		
Alternate No. 1 Delete Card Readers	($17,000.00)			($5,000.00)			($30,000.00)			($17,449.00)		
Alternate No. 2 Add linear LED Accent lights	$12,500.00			($5,000.00)			$20,000.00			$10,080.00		
Alternate No. 3 TRZ tile in lieu of TRZ1	($4,000.00)			($5,000.00)			($8,000.00)			NO BID		
Alternate No. 4 Childrens feature wall reduction	($12,000.00)			($5,000.00)			($15,000.00)			($16,979.00)		
Alternate No. 5 Remove Staff Restroom 147	($17,000.00)			($5,000.00)			($17,000.00)			($1,800.00)		
Alternate No. 6 Unit heater to BAS	$7,600.00			$10.00			$10,000.00			$9,925.00		
Base Bid - City Hall	***$1,215,000.00***			***$1,700,000.00***			***$1,500,000.00***			***$1,509,939.00***		
Alternate No. 1 Delete Card Readers	($11,000.00)			($12,000.00)			($30,000.00)			$11,100.00		
Alternate No. 2 Sprinkler system	$63,000.00			NO BID/WRONG FORM			$30,000.00			$34,700.00		
Base Bid - Combined	***$4,506,000.00***			***$4,500,000.00***			***$4,725,000.00***			***$4,525,405.00***		
Library - Alternate No. 1 Delete Card Readers	($28,000.00)			($19,000.00)			($20,000.00)			($17,449.00)		
Library - Alternate No. 2 Add linear LED Accent lights	$12,500.00			$11,000.00			$13,000.00			$10,880.00		
Library - Alternate No. 3 TRZ tile in lieu of TRZ1	($4,000.00)			($9,000.00)			($8,000.00)			NO BID		
Library - Alternate No. 4 Childrens feature wall reduction	($12,000.00)			($12,000.00)			($15,000.00)			($16,929.00)		
Library - Alternate No. 5 Remove Staff Restroom 147	($17,000.00)			($14,000.00)			($17,000.00)			($1,800.00)		
Library - Alternate No. 6 Unit heater to BAS	$7,600.00			$500.00			$8,500.00			NO BID		
City Hall - Alternate No. 2 Sprinkler system	$63,000.00			NO BID/WRONG FORM			$20,000.00			$34,700.00		

Carroll Public Library: CD Cost Model
Monday, August 6, 2018

						city hall Bid estimate	library Bid estimate
					Estimated Project Cost		
1 New Construction - Building Cost							
Individual - Library				=	~~$3,296,000~~		
Individual - City Hall				=	~~$1,215,000~~		
City Hall + Library Total (not used)					~~$4,511,000~~		
City Hall + Library Combined Total (used)					**$4,506,000**		
Library			Alt 2		$12,500		
Library			Alt 6		$7,600		
2 Costruction Total (combined bid)				=	**$4,526,100**		
3 Design/Bid/Construction Phase Contingnency			8.00%	=	$362,088	$97,200.00	$263,680.00
4 **Construction Cost Estimate**				=	**$4,888,188**	**$1,312,200**	**$3,559,680**
5 Professional Fee (Bldg & Site)	10.53%	$546,966	11.19%	=	$546,966		
6 Cost Estimation Services	=	$33,200		=	$33,200		
7 Programming ($9800 Lib + $3200 CH)	=	$13,000		=	$13,000		
8 Reimbursables (estimated)	=	$11,500		=	$11,500		
9 Furnishing/Shelving Range Library	11.8%	$388,928	13.2%	=	$435,072		
10 Furnishing/Shelving Range City Hall	9.5%	$115,425	12.0%	=	$145,800		
11 FFE Design/Spec Fee Range	9%	$45,392	9%	=	$52,278		
12 Misc Costs:	4.0%	$195,528	8.0%	=	$391,055		
Soil Borings/topo boundary survey							
Construction Testing							
Computers/IT							
AV systems							
Interior Signage							
13 Temporary Lease space		$121,706			$121,706		
14 Moving cost - Library (includeds temp move and final)		$44,625			$44,625		
15 Moving cost - City Hall		$21,800			$21,800		
16 Legal & Bonding Fees		$89,800			$89,800		
17 Abatement & Mitigation		$51,708			$54,208		
*18 *Land Purchase*		*$75,000*		*	*$150,000*		
19 Alliant Rebates		-$1,263			-$1,263	-$551.00	-$712
20 MidAmerican Rebates		-$23,176			-$23,176	-$8,427	-$14,749
21 Sales Tax Deduction (included in construction)		$0			$0		
Total Project Cost:		**$6,618,326**			**$6,974,760**		

22 Cost model exclusions (not included):

1 Library Collection Purchases
2 Library Automated Handling Machine
3 Library Driveup Book Drop
4 Complete New Building Envelope for both buildings
5 Existing City Building and Bank Parking lot to remain
6 Additional Cost Escalation of 5%/year Not Accounted for if Project Start Date Extended Beyond 2018
7 Spinkler system at the City Hall

23 Cost model inclusions:

1 Minimal Site Improvements
2 Completely new MEP Systems
3 City Hall telecom/Data and A/V system allowance (rough-in)
4 Library telecom/Data & A/V system allowance (rough-in)
5 City Hall Security System Allowance
6 Library Security System Allowance
7 City Hall Allowance for a new meter req. by mid-am
*8 Property Acquisition Costs $75,000 $6,824,760

RESOLUTION NO. _____

RESOLUTION MAKING AWARD OF THE CONSTRUCTION CONTRACT FOR THE CARROLL PUBLIC LIBRARY/CARROLL CITY HALL PROJECT

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be approved by the City Council; and,

WHEREAS, the following bid for the construction of public improvements described in general as the Carroll Public Library/Carroll City Hall project and further described in the plans and specifications heretofore adopted by this Council is the lowest responsive, responsible bid for said work as follows:

Contractor:	Badding Construction Company
Amount of Bid:	$4,526,100
Portion of Project:	All construction work plus Library alternates #2 and #6

and,

WHEREAS, a contract with Badding Construction Company for the construction of the Carroll Public Library/Carroll City Hall is prepared.

NOW, THEREFORE, BE IT RESOLVED that the contract with Badding Construction Company for the construction of the Carroll Public Library/Carroll City Hall, is authorized and accepted, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City.

Passed and approved by the Carroll City Council this 26th day of September, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

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 Twenty-Sixth day of September in the year Two Thousand and Eighteen
(In words, indicate day, month and year.)

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

City of Carroll
112 E. 5th Street
Carroll, Iowa 51401

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

Badding Construction
814 W. 9th Street
Carroll, Iowa 514011
712.792.4123

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

Carroll Public Library
112 E. 5th Street
Carroll, Iowa 51401
OPN Project: 17842000

Carroll City Hall
627 N. Adams Street
Carroll, Iowa 51401
OPN Project: 17843000

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

OPN Architects, Inc.
100 Court Avenue, Suite 100
Des Moines, Iowa 50309
515.309.0722

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.

Init.
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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.)

Begin - October 15th 2018

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.)

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Substantial Completion for City Hall - August 2nd 2019
Substantial Completion for Library- October 25th 2019

Portion of Work	Substantial Completion Date

, 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.)

Not Applicable

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 Four Million Five Hundred Twenty-Six Thousand One Hundred Dollars ($ 4,526,100.00), 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.)

Includes:
Alternate NO. 2 Add linear accent lights. Add $12,500.00
Alternate NO. 6 Add unit heater to BAS. Add $7,600.00

§ 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)
Not Applicable		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Not Applicable	

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:

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth 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 Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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User Notes: (3B9ADA25)

§ 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 Five percent (5 %). 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 Five percent (5 %);

.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.)

Article 9 Paragraph 8.7 of AIA Document 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 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:

Not Applicable

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User Notes: (3B9ADA25)

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

[X] Article 15 Claims and Disputes of AIA Document A201-2007

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.

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.)

See supplemental conditions, section 13.6 Interest %

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

Mike Pogge-Weaver, City Manager
112 E. 5th Street
Carroll, Iowa 51401
712.792.1000

§ 8.4 The Contractor's representative:

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User Notes: (3B9ADA25)

(Name, address and other information)

Nick Badding, President
Badding Construction
814 W. 9th Street
Carroll, Iowa 51401
712.792.4123

§ 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:

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	Date	Pages
See Project Manual	Carroll Public Library	August 3,2018	All
See Project Manual	Carroll City Hall	August 3,2018	All
See Project Manual	Combined Carroll Public Library & City Hall	August 3, 2018	All

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

Section	Title	Date	Pages
All	Carroll Public	August 3, 2018	All
All	Carroll City Hall	August 3, 2018	All
All	Combined Carroll Public Library & City Hall	August 3, 2018	All

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

Number	Title	Date
All	Carroll Public Library	August 3, 2018
All	Carroll City Hall	August 3, 2018

§ 9.1.6 The Addenda, if any:

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Number	Date	Pages
Carroll Public Library Addendum #1	August 6, 2018	
Carroll Public Library Addendum #2	August 10, 2018	
Carroll Public Library Addendum #3	August 13, 2018	
Carroll Public Library Addendum #4	August 21, 2018	
Carroll Public Library Addendum #5	August 27, 2018	
Carroll Public Library Addendum #6	August 28, 2018	
Carroll City Hall Addendum #1	August 6, 2018	
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Carroll City Hall Addendum #3	August 13, 2018	
Carroll City Hall Addendum #4	August 21, 2018	
Carroll City Hall Addendum #5	August 27, 2018	
Combined Carroll Public Library & City Hall	August 6, 2018	
Combined Carroll Public Library & City Hall	August 10, 2018	
Combined Carroll Public Library & City Hall	August 21, 2018	
Combined Carroll Public Library & City Hall	August 27, 2018	
Combined Carroll Public Library & City Hall		

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.)

Not Applicable

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)
Performance Bond	100% of Contract Amount
Payment Bond	100% of Contract Amount

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

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OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Eric P. Jensen, Mayor	Nick Badding, President
(Printed name and title)	*(Printed name and title)*

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PAGE 1

AGREEMENT made as of the Twenty-Sixth day of September in the year Two Thousand and Eighteen

...

City of Carroll
112 E. 5th Street
Carroll, Iowa 51401

...

Badding Construction
814 W. 9th Street
Carroll, Iowa 514011
712.792.4123

...

Carroll Public Library
112 E. 5th Street
Carroll, Iowa 51401
OPN Project: 17842000

Carroll City Hall
627 N. Adams Street
Carroll, Iowa 51401
OPN Project: 17843000

...

OPN Architects, Inc.
100 Court Avenue, Suite 100
Des Moines, Iowa 50309
515.309.0722

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Begin - October 15th 2018

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PAGE 3

Substantial Completion for City Hall - August 2nd 2019
Substantial Completion for Library- October 25th 2019

...

Not Applicable

...

§ 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 Four Million Five Hundred Twenty-Six Thousand One Hundred Dollars ($ 4,526,100.00), subject to additions and deductions as provided in the Contract Documents.

...

Includes:
Alternate NO. 2 Add linear accent lights. Add $12,500.00
Alternate NO. 6 Add unit heater to BAS. Add $7,600.00

...

Not Applicable

...

Not Applicable

...

Not Applicable

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth 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 Thirty (30) days after the Architect receives the Application for Payment.

PAGE 4

.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 Five percent (5 %). 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 Five percent (5 %);

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...

Article 9 Paragraph 8.7 of AIA Document A201-2007

...

Not Applicable

PAGE 5

[~~] Other *(Specify)*~~X] Article 15 Claims and Disputes of AIA Document A201-2007

...

See supplemental conditions, section 13.6 Interest %

...

Mike Pogge-Weaver, City Manager
112 E. 5th Street
Carroll, Iowa 51401
712.792.1000

PAGE 6

Nick Badding, President
Badding Construction
814 W. 9th Street
Carroll, Iowa 51401
712.792.4123

...

See Project Manual	Carroll Public Library	August 3,2018	All
See Project Manual	Carroll City Hall	August 3,2018	All
See Project Manual	Combined Carroll Public Library & City Hall	August 3, 2018	All

...

All	Carroll Public	August 3, 2018	All
All	Carroll City Hall	August 3, 2018	All
All	Combined Carroll Public Library & City Hall	August 3, 2018	All

...

All	Carroll Public Library	August 3, 2018
All	Carroll City Hall	August 3, 2018

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Combined Carroll Public Library & City Hall	August 27, 2018

...

Not Applicable

...

Performance Bond	100% of Contract Amount
Payment Bond	100% of Contract Amount

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Dr. Eric P. Jensen, Mayor

Nick Badding, President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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