



Agenda Commentary

Item Title/ Subject: Contract with Colony Construction, Inc.

Staff Source: City Manager, Steve Hewitt

Date: March 15, 2012

History/Background Information:

Council approved the bid with Colony Construction for the remodel of the Police Station.

Subject Summary:

Architects have been working with staff and Colony on some value engineering to cut costs. We have VE savings of \$34,996. This is a standard AIA 101 contract between City of Clinton and Contractor.

Recommendation: Staff recommends. (City Attorney has reviewed and approved)

Price/Cost: Contract Price of \$548,904

DRAFT

 **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 Fifteenth day of March in the year
(In words, indicate day, month and year.)

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

City of Clinton, Oklahoma
415 W. Gary Boulevard
Clinton, OK 73601

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

Colony Construction, Inc.
2811 Dorchester Drive
Oklahoma City, OK 73120

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

City of Clinton, Oklahoma
Police Department Remodel
401 Gary Boulevard
Clinton, Oklahoma 73601

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

GLMV Architecture, Inc.
1525 E. Douglas
Wichita, KS 67211

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.

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.)

The Date of Commencement shall be the date of a written Notice to Proceed issued by either the Owner or Architect.

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 two hundred (200) calendar 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.)

Init.

(Table deleted)

, 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.)

Liquidated damages in the sum of Five Hundred and no/100 Dollars (\$500.00) shall be paid to the Owner, by the Contractor, for each consecutive calendar day after the date indicated to achieve Substantial Completion, until Project is Substantially Complete.

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 Five Hundred Forty-Eight Thousand Nine Hundred Four and no/100 Dollars (\$548,904.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$574,000

Add Alternate 1: \$ 9,900

Value Engineering (VE) Proposals Accepted:

1. Change Lavatory Faucets P2.1 from sensor-operated to manually-operated Delta 2529 (5 each).
Change Scullery Sink P4.2 to Griffin Products C75-354-40 (3-compartment with 24-inch left side drainboard).
Change grease interceptor to Watts WD-20.
Credit: \$7,000.00
2. Owner to provide the dumpsters and not require portable restrooms for the Contractor.
Credit: \$3,500.00
3. Change modular stainless-steel cabinets to factory-finished metal. Countertops would remain stainless steel.
Credit: \$12,596.00
4. Use roll carpeting in lieu of carpet tile; color, family and manufacturer remain as specified. Substitute the ceramic tile specified to Stratford Place colors by Daltile. Color to be selected by the Architect.
Credit: \$7,200.00
5. Eliminate the lockers from the Base Bid Amount. Owner will furnish and install the lockers.
Credit: \$4,700.00

Total Credits from VE Proposals: \$ 34,996

Total Contract Amount: \$548,904

§ 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.)

Alternate 1 – Shower Room: Add \$9,900.00

§ 4.3 Unit prices, if any: None.

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

(Table deleted)

§ 4.4 Allowances included in the Contract Sum, if any: None

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

(Table deleted)

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.

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User Notes:

(2050515509)

§ 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 certified amount 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 shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment, or as required by applicable law.

(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 ten percent (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 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.)

None.

§ 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.

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.)

2% above the prime rate at Bank of America, Oklahoma City, Oklahoma

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

Steve Hewitt
City Manager
City of Clinton, Oklahoma
415 W. Gary Boulevard
Clinton, OK 73601

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

David Shaw
Colony Construction, Inc.
2811 Dorchester Drive
Oklahoma City, OK 73120

§ 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:

None.

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:

(Table deleted)
SC1 through SC31

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Exhibit A listing contents of Specifications dated January 23, 2012.

(Table deleted)
§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Exhibit B listing Drawings dated January 23, 2012.

(Table deleted)
§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	February 14, 2012	5
2	February 17, 2012	2

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.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

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

OWNER *(Signature)*

Allen Bryson, Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

David Shaw, Vice President

(Printed name and title)

DIVISION 08 – OPENINGS

081113	Hollow Metal Doors and Frames
081416	Flush Wood Doors
081433	Stile and Rail Wood Doors
083113	Access Doors and Frames
085653	Security Windows
087100	Door Hardware
088000	Glass and Glazing

DIVISION 09 – FINISHES

092216	Non-Structural Metal Framing
092900	Gypsum Board
093000	Tiling
095113	Acoustical Panel Ceilings
096513	Resilient Base and Accessories
096813	Tile Carpeting
099000	Painting
099600	High-Performance Coatings

DIVISION 10 – SPECIALTIES

101400	Signage
102800	Toilet, Bath and Laundry Accessories
105113	Metal Lockers

DIVISION 11 – EQUIPMENT

113100	Residential Appliances
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DIVISION 12 – FURNISHINGS

122113	Horizontal Louver Blinds
123553	Metal Casework
124813	Entrance Floor Mats and Frames
125500	Law Enforcement Equipment

DIVISION 22 - PLUMBING

220500	Common Work Results for Plumbing
220513	Common Motor Requirements for Plumbing Equipment
220523	General-Duty Valves for Plumbing Piping
220529	Hangers and Supports for Plumbing Piping and Equipment
220553	Identification for Plumbing Piping and Equipment
220700	Plumbing Insulation
221116	Domestic Water Piping
221119	Domestic Water Piping Specialties
221316	Sanitary Waste and Vent Piping
221319	Sanitary Waste Piping Specialties
221329	Sanitary Sewerage Pumps
224000	Plumbing Fixtures
224600	Security Plumbing Fixtures
224700	Drinking Fountains and Water Coolers

TABLE OF CONTENTS

BIDDING REQUIREMENTS

Invitation for Bids
Instructions to Bidders
Lump Sum Bid Form

CONTRACTING REQUIREMENTS

AIA Document A201 – 2007, General Conditions of the Contract for Construction
Supplementary Conditions

DIVISION 01 – GENERAL REQUIREMENTS

011000 Summary
012100 Allowances
012300 Alternates
012600 Contract Modification Procedures
012900 Payment Procedures
013100 Project Management and Coordination
013200 Construction Progress Documentation
013300 Submittal Procedures
014000 Quality Requirements
014200 References
015000 Temporary Facilities and Controls
016000 Product Requirements
017300 Execution
017329 Cutting and Patching
017700 Closeout Procedures
017823 Operation and Maintenance Data
017839 Project Record Documents
017900 Demonstration and Training

DIVISION 02 – EXISTING CONDITIONS

024119 Selective Structure Demolition

DIVISION 03 – CONCRETE

033000 Cast-in-Place Concrete
033536 Polished Dyed Concrete Floor System and Slab Replacement

DIVISION 04 – MASONRY

042000 Unit Masonry

DIVISION 05 – METALS

055000 Metal Fabrications

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

061000 Rough Carpentry
064020 Interior Architectural Woodwork
066400 Vinyl Paneling

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

072100 Thermal Insulation
079200 Joint Sealants

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING

230500	Common Work Results for HVAC
230513	Common Motor Requirements for HVAC Equipment
230529	Hangers and Supports for HVAC Piping and Equipment
230548	Vibration and Seismic Controls for HVAC Piping and Equipment
230593	Testing, Adjusting, and Balancing for HVAC
230700	HVAC Insulation
233100	HVAC Ducts and Casings
233300	Air Duct Accessories
233423	HVAC Power Ventilators
233713	Diffusers, Registers, and Grilles
234100	Particulate Air Filtration

DIVISION 26 – ELECTRICAL

260500	Common Work Results for Electrical
260519	Low-Voltage Electrical Power Conductors and Cables
260520	Low-Voltage Cable Installation
260526	Grounding and Bonding for Electrical Systems
260533	Raceway Systems
260548	Seismic Protection for Electrical Equipment
262200	Low-Voltage Transformers
262416	Panelboards
262726	Wiring Devices
262810	Overcurrent Protective Devices
262816	Enclosed Switches and Circuit Breakers
262900	Motors
262923	Motor Controllers
265100	Building Lighting

DIVISION 27 – COMMUNICATIONS

270500	Common Work Results for Communications
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DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

281300	Integrated Security and Monitoring System
282300	CCTV Surveillance Systems

DIVISION 32 – EXTERIOR IMPROVEMENTS

321216	Asphalt Paving
321313	Concrete Paving
321373	Concrete Paving Joint Sealants

City of Clinton, Oklahoma
Police Department Remodel
Index of Drawings

G001	COVER SHEET AND INDEX
CS1.1	LIFE/SAFETY
CS1.2	PHASING PLAN
C1.1	ENLARGED SITE PLANS
C2.1	SITE DETAILS
AD1.1	ARCHITECTURAL DEMOLITION PLAN
A1.1	ARCHITECTURAL FLOOR PLAN
A1.2	EQUIPMENT PLAN & TOILET ACCESSORY SCHEDULE
A1.3	REFLECTED CEILING PLAN
A1.4	FLOOR FINISH PLAN
A2.1	SCHEDULES
A5.1	DETAILS
A7.1	INTERIOR ELEVATIONS AND CASEWORK DETAILS
A8.1	SIGNAGE PLAN AND SIGNAGE DETAILS
I1.1	FURNITURE PLAN
S0.1	STRUCTURAL GENERAL NOTES
S1.1	STRUCTURAL PLAN AND DETAILS
M1.1	MECHANICAL COVER SHEET
M2.1	MECHANICAL DEMOLITION PLAN
M3.1	PLUMBING PLAN
M4.1	HVAC PLAN
M5.1	MECHANICAL DETAILS
M6.1	MECHANICAL SCHEDULES
E0.1	ELECTRICAL LEAD SHEET
E0.2	ELECTRICAL SCHEDULES
E1.1	ELECTRICAL DETAILS
E1.2	ELECTRICAL DETAILS
E2.1	ELECTRICAL DEMOLITION PLAN
E4.1	ELECTRICAL POWER PLAN
E5.1	ELECTRICAL LIGHTING PLAN