

### Woodbury County Courthouse 2020 Chilled Water System Replacement Project

Bid Tabulation Form

11/9/2020

Bidder	Addendum #1 Acknowledged	Addendum #2 Acknowledged	Addendum #3 Acknowledged	Bid Bond Present	Base Bid	Bid Alternate #1	Bid Alternate #2	Bid Alternate #3	Notes
CW Suter	✓	✓	✓	✓	\$1,073,075	-(43,430)	74,580	2,092	

Notes:

1- BID - CW SUTER  
 LOW BID - \$1,073,075  
 MINUS ALT #1 - 43,430

AMOUNT APPROVED FOR PROJECT = \$1,029,645.<sup>00</sup>

# 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 tenth day of November in the year two thousand twenty

**BETWEEN** the Owner:

Woodbury County, Iowa  
620 Douglas Street  
Sioux City, IA 51101

and the Contractor:

*(Name, legal status, address and other information)*

C.W. Suter & Son, Inc.  
1800 11<sup>th</sup> Street  
Sioux City, IA 51101

for the following Project:

Woodbury County Courthouse - 2020 Chilled Water System Replacement

Replacement of chilled water system serving Woodbury County Courthouse, including existing water-cooled chiller, pumps, accessories, etc. New system will utilize one (1) water-cooled chiller and one (1) air-cooled chiller, along with new pumps, controls, accessories, etc.

The Engineer:

Resource Consulting Engineers, LLC  
301 Alexander Avenue  
Suite C  
Ames, IA 50010

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.

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.

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**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:

*(Paragraphs deleted)*

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.

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[ X ] By the following date: April 23, 2021

§ 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	Substantial Completion Date
First Chiller Operational	March 19, 2021
Second Chiller Operational	April 16, 2021

§ 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 4.3.

#### 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 million twenty-nine thousand six hundred forty-five dollars and no cents (\$ 1,029,645.00 ), 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	Price
Alternate No. 1: Provide Dual Compressor Water-Cooled Chiller	Deduct of \$43,430

*(Table deleted)*

*(Paragraphs deleted)*

§ 4.3 Liquidated damages, if any:

1. Liquidated damages of \$1,000 per calendar day shall be assessed if first chiller (either air-cooled or water-cooled) is not operational by March 19, 2021, until such time that it is fully operational.
2. Liquidated damages of \$1,000 per calendar day shall be assessed if second chiller is not operational by April 16, 2021, until such time that it is fully operational (this condition applies only if first chiller is operational prior to April 16, 2021).
3. If neither chiller is operational by April 16, 2021, liquidated damages for failing to meet both required schedule dates shall be \$2,000 per day, until such time that the system is fully operational (both air-cooled and water-cooled chillers operating).

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

#### ARTICLE 5 PAYMENTS

##### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, 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.

§ 5.1.3 Provided that an Application for Payment is received by the Engineer not later than the fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Engineer after the application date fixed above,

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payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Engineer 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 Engineer may require. This schedule of values, unless objected to by the Engineer, 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, 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 Engineer determines, in the Engineer'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 Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .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 Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; 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:

Five percent (5%).

*(Paragraphs deleted)*

§ 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.

§ 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, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment.

*(Paragraphs deleted)*

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

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

*(Paragraphs deleted)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, 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.

*(Paragraphs deleted)*

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 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)*

Kenny Schmitz  
Director of Building Services  
Woodbury County  
401 8<sup>th</sup> Street  
Sioux City, IA 51101

§ 8.3 The Contractor's representative:

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

Ron Andersen  
Vice-President  
C.W. Suter & Son, Inc.  
1800 11<sup>th</sup> Street  
Sioux City, IA 51101

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§ 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.

§ 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

(Paragraphs deleted)  
Exhibit.

(Paragraphs deleted)

**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, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

**.5 Drawings**

Number	Title	Date
G0	COVER SHEET	10/14/2020
A2.01	FLOOR, DEMOLITION, & ENLARGED PLANS	10/14/2020
SI01	FRAMING PLAN	10/14/2020
S201	FRAMING DETAILS	10/14/2020
M000	HVAC SYMBOLS AND ABBREVIATIONS	10/14/2020
MPH100	PROJECT PHASING PLAN – MECHANICAL ROOM	10/14/2020
MD201	ROOF – MECHANICAL PLAN – DEMOLITION	10/14/2020
MD300	ENLARGED MECHANICAL PLAN – DEMOLITION	10/14/2020
MD500	MECHANICAL DEMOLITION	10/14/2020
M200	BASEMENT – MECHANICAL PIPING PLANS – NEW WORK	10/14/2020
M201	ROOF – MECHANICAL PIPING PLAN – NEW WORK	10/14/2020
M300	ENLARGED	10/14/2020

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M400	MECHANICAL PIPING PLAN – NEW WORK MECHANICAL AND PIPING SECTION VIEWS	10/14/2020
M500	CHILLED WATER DIAGRAM AND ISOMETRIC	10/14/2020
M501	CONDENSER WATER DIAGRAM AND ISOMETRIC	10/14/2020
M502	CHILLED WATER FLOW DIAGRAM	10/14/2020
M700	MECHANICAL DETAILS	10/14/2020
M701	MECHANICAL DETAILS	10/14/2020
M800	MECHANICAL SCHEDULES	10/14/2020
M801	MECHANICAL SCHEDULES	10/14/2020
M900	MECHANICAL POINTS LIST AND SEQUENCES	10/14/2020
M901	MECHANICAL POINTS LIST AND SEQUENCES	10/14/2020
E000	ELECTRICAL SYMBOLS AND ABBREVIATIONS	10/14/2020
ED205	1 <sup>ST</sup> TIER JAIL – ELECTRICAL PLAN – DEMOLITION	10/14/2020
ED500	ELECTRICAL DIAGRAMS – DEMOLITION	10/14/2020
E200	BASEMENT – POWER PLAN – NEW WORK	10/14/2020
E205	1 <sup>ST</sup> TIER JAIL – POWER PLAN – NEW WORK	10/14/2020
E207	JAIL ROOF – POWER PLAN – DEMO AND NEW WORK	10/14/2020
E500	ELECTRICAL – DIAGRAMS – NEW WORK	10/14/2020
E800	ELECTRICAL SCHEDULES	10/14/2020

## .6 Specifications

Section	Title	Date	Pages
000101	PROJECT TITLE PAGE	10/14/2020	2
000107	SEALS PAGE	10/14/2020	2
000110	TABLE OF CONTENTS	10/14/2020	4
000115	LIST OF DRAWING SHEETS	10/14/2020	2

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001113	ADVERTISEMENT FOR BIDS	10/14/2020	2
002113	INSTRUCTIONS TO BIDDERS	10/14/2020	2
002213	AIA A701 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	10/14/2020 10/14/2020	12 6
002513	PREBID MEETINGS	10/14/2020	2
002600	PROCUREMENT SUBSTITUTION PROCEDURES	10/14/2020	2
003113	PRELIMINARY SCHEDULE	10/14/2020	2
003119	EXISTING CONDITION INFORMATION	10/14/2020	2
003126	EXISTING HAZARDOUS MATERIAL INFORMATION	10/14/2020	2
004113	BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)	10/14/2020	4
004313	BID SECURITY FORMS	10/14/2020	2
004323	ALTERNATES FORM	10/14/2020	2
006000	PROJECT FORMS	10/14/2020	2
	AIA A201	10/14/2020	36
	QUALITY	10/14/2020	4
	ASSURANCE FORM		
	BACKGROUND	10/14/2020	2
	CHECK FORM		
011000	SUMMARY	10/14/2020	4
012300	ALTERNATES	10/14/2020	2
012500	SUBSTITUTION PROCEDURES	10/14/2020	4
012600	CONTRACT MODIFICATION PROCEDURES	10/14/2020	4
012900	PAYMENT PROCEDURES	10/14/2020	6
013100	PROJECT MANAGEMENT AND COORDINATION	10/14/2020	8
013200	CONSTRUCTION PROGRESS DOCUMENTATION	10/14/2020	6
013233	PHOTOGRAPHIC DOCUMENTATION	10/14/2020	2
013300	SUBMITTAL PROCEDURES	10/14/2020	8
013591	HISTORIC TREATMENT PROCEDURES	10/14/2020	12
014000	QUALITY REQUIREMENTS	10/14/2020	8

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014200	REFERENCES	10/14/2020	8
015000	TEMPORARY FACILITIES AND CONTROLS	10/14/2020	8
016000	PRODUCT REQUIREMENTS	10/14/2020	6
017300	EXECUTION	10/14/2020	8
017419	CONSTRUCTION	10/14/2020	4
017700	WASTE MANAGEMENT AND DISPOSAL	10/14/2020	6
017823	CLOSEOUT PROCEDURES	10/14/2020	6
017839	OPERATION AND MAINTENANCE DATA	10/14/2020	4
017900	PROJECT RECORD DOCUMENTS	10/14/2020	6
042000	DEMONSTRATION AND TRAINING	10/14/2020	10
	UNIT MASONRY	10/14/2020	14
	REPOINTING		
	MASONRY JOINTS IN HISTORIC MASONRY BUILDINGS		
079200	JOINT SEALANTS	10/14/2020	4
099123	PAINTING	10/14/2020	4
230100	BASIC HVAC REQUIREMENTS	10/14/2020	8
230200	SELECTIVE HVAC DEMOLITION	10/14/2020	8
230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	10/14/2020	4
230517	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	10/14/2020	4
230518	ESCUTCHEONS FOR HVAC PIPING	10/14/2020	2
230519	METERS AND GAGES FOR HVAC PIPING	10/14/2020	6
230523.12	BALL VALVES FOR HVAC PIPING	10/14/2020	4
230523.13	BUTTERFLY VALVES FOR HVAC PIPING	10/14/2020	4
230523.14	CHECK VALVES FOR HVAC PIPING	10/14/2020	6
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	10/14/2020	12
230548.13	VIBRATION CONTROLS FOR HVAC	10/14/2020	8
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	10/14/2020	6
230593	TESTING, ADJUSTING,	10/14/2020	14

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	AND BALANCING FOR HVAC	10/14/2020	8
	HVAC EQUIPMENT INSULATION	10/14/2020	12
230716	HVAC PIPING INSULATION	10/14/2020	26
230719	DIRECT DIGITAL CONTROL (DDC)		
230923	SYSTEM FOR HVAC CONTROL VALVES	10/14/2020	10
	FLOW INSTRUMENTS PRESSURE	10/14/2020	8
230923.11	INSTRUMENTS TEMPERATURE	10/14/2020	14
230923.14	INSTRUMENTS HYDRONIC PIPING	10/14/2020	8
230923.23	HYDRONIC PIPING SPECIALTIES	10/14/2020	12
230923.27	HYDRONIC PUMPS REFRIGERANT PIPING	10/14/2020	8
232113	WATER TREATMENT FOR OPEN-LOOP	10/14/2020	6
232116	HYDRONIC SYSTEMS CENTRIFUGAL	10/14/2020	12
232123	WATER CHILLERS AIR-COOLED,	10/14/2020	2
232300	SCROLL WATER CHILLERS	10/14/2020	20
232516	BASIC ELECTRICAL REQUIREMENTS	10/14/2020	14
236416	SELECTIVE ELECTRICAL	10/14/2020	8
236423.13	DEMOLITION LOW-VOLTAGE	10/14/2020	6
260100	ELECTRICAL POWER CONDUCTORS AND	10/14/2020	6
260200	CABLES GROUNDING AND	10/14/2020	4
260519	BONDING FOR ELECTRICAL	10/14/2020	8
260526	SYSTEMS HANGERS AND	10/14/2020	6
260529	SUPPORTS FOR ELECTRICAL	10/14/2020	6
260533	SYSTEMS RACEWAYS AND	10/14/2020	8
260544	BOXES FOR ELECTRICAL	10/14/2020	4
260553	SYSTEMS SLEEVES AND	10/14/2020	4
	SLEEVE SEALS FOR ELECTRICAL		
	RACEWAYS AND CABLING		
	IDENTIFICATION FOR ELECTRICAL	10/14/2020	6
	SYSTEMS		

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262813  
262923

FUSES  
VARIABLE-FREQUEN  
CY MOTOR  
CONTROLLERS

10/14/2020 4  
10/14/2020 12

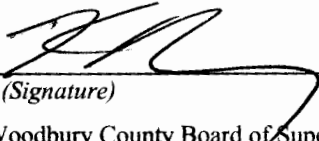
.7 Addenda, if any:


Number	Date	Pages
1	10/29/2020	2 (41 pages with attachments)
2	11/05/2020	2
3	11/06/2020	1

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.

*(Paragraphs deleted)*

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

  
\_\_\_\_\_  
**OWNER** *(Signature)*  
Chair, Woodbury County Board of Supervisors  
*(Printed name and title)*

  
\_\_\_\_\_  
**CONTRACTOR** *(Signature)*  
Ron Andersen, Vice-President  
*(Printed name and title)*

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