

**GOLDER RANCH FIRE DISTRICT
GOVERNING BOARD MEETING
PUBLIC NOTICE AND AGENDA
SPECIAL SESSION**

**Monday, June 6, 2022 1:00 p.m.
3885 East Golder Ranch Drive, Tucson, Arizona**

*Pursuant to ARS § 38-431.02, ARS § 38-431.03 and ARS § 38-431.05, the Golder Ranch Fire District Governing Board will meet in Regular Session that begins at approximately **1:00 p.m. on Monday, June 6, 2022**. The meeting will be held at the Fire District Administration Board Room, which is located at **3885 East Golder Ranch Drive, Tucson, Arizona**. The order of the Agenda may be altered or changed by direction of the Board. The Board may vote to go into Executive Session, which are not open to the public, on any agenda item pursuant to ARS § 38-431.03(A)(3) for discussion and consultation for legal advice with the Fire District Attorney on the matter(s) as set forth in the agenda item. The following topics and any reasonable variables related thereto will be subject to discussion and possible action.*

- 1. CALL TO ORDER/ROLL CALL**
- 2. SALUTE AND PLEDGE OF ALLEGIANCE**
- 3. CALL TO THE PUBLIC**

This is the time for the public to comment. Members of the Board are not permitted to discuss or take action on any item raised in the Call to the Public, which are not on the agenda due to restrictions of the Open Meeting Law; however, individual members of the Board are permitted to respond to criticism directed to them. Otherwise, the Board may direct staff to review the matter or that the matter be placed on a future agenda.

4. REGULAR BUSINESS

- A. DISCUSSION AND POSSIBLE ACTION REGARDING AMENDED RESOLUTION #2022-0004 FORMALLY ADOPTING THE GOLDER RANCH FIRE DISTRICT ANNUAL BUDGET FOR FISCAL YEAR 2022/23 – 2023/24
- B. DISCUSSION AND POSSIBLE ACTION REGARDING THE SELECTION OF LLOYD CONSTRUCTION AS THE CONTRACTOR FOR TENANT IMPROVEMENTS ON THE PROPERTY AT 1600 HANLEY BLVD, COMMONLY KNOWN AS THE HANLEY PROJECT, INCLUDING AN AGREEMENT FOR PRE-CONSTRUCTION
- C. DISCUSSION AND POSSIBLE ACTION REGARDING THE SELECTION OF A FIRM TO RECRUIT A SUCCESSOR FOR FIRE CHIEF RANDY KARRER UPON HIS UPCOMING RETIREMENT FROM GOLDER RANCH FIRE DISTRICT

5. ADJOURNMENT



Wally Vette, Clerk of the Board
Golder Ranch Fire District

To view the meeting online please visit our website at grfdaz.gov/grfd-agenda-minutes, there is an agenda posted, with background information linked to each agenda item, as well as a link to the live Zoom meeting.

If any disabled person needs any type of accommodation, please notify the Golder Ranch Fire District Administration at (520) 825-9001 prior to the scheduled meeting. A copy of the agenda background material provided to Board members (with the exception of material relating to possible executive sessions) is available for public inspection at the administration office, 3885 E Golder Ranch Drive, Tucson, Arizona 85739.

Posted by: Maggie Hernandez 06/02/2022 at 2:00 p.m.



**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: June 6, 2022

SUBJECT: Call to the Public

ITEM #: 4

REQUIRED ACTION: ☒ Discussion Only ☐ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☐ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

This is the time for the public to comment. Members of the Board may not discuss items that are not on the agenda. The Board is not permitted to discuss or take action on any item raised in the Call to the Public, which are not on the agenda due to restrictions of the Open Meeting Law; however, individual members of the Board are permitted to respond to criticism directed to them. Otherwise, the Board may direct staff to review the matter or that the matter be placed on a future agenda.

RECOMMENDED MOTION

No motion is necessary for this agenda item.

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Dave Christian, Finance Manager

DATE: June 6, 2022

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING AMENDED RESOLUTION
#2022-0004 FORMALLY ADOPTING THE GOLDER RANCH FIRE DISTRICT
ANNUAL BUDGET FOR FISCAL YEAR 2022/23 – 2023/24

ITEM #: 4A – REGULAR BUSINESS

REQUIRED ACTION: ☐ Discussion Only ☒ Formal Motion ☒ Resolution

RECOMMENDED ACTION: ☒ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

On April 19, 2022, the Golder Ranch Fire District Board approved the tentative budget for fiscal years 2022/23 and 2023/24. This budget was subsequently posted and made available for public review in accordance with A.R.S. §48-805.

The tentative budget for 2022-2023 provides \$36,141,120 to the General Fund, \$5,619,275 to the Capital Projects Fund, \$4,360,000 to the Ambulance Transport Fund, and \$315,000 to the Wildland Fund. The Bond Debt Service Fund will require a levy of \$1,832,014 and a mil rate of \$0.14. The General Fund will require a levy of \$46,435,395 and a mil rate of \$2.43.

Per state statute, Finance Manager Christian has added 12 months to the template for fiscal year 2022-23, to bring the budget into compliance by adopting a budget that is 24 months in duration.

****Of note, Resolution No. 2022-0004 that was previously voted on has been amended to include fiscal year 2023/24 as it should have been written originally. There were no other changes made to the resolution.**

RECOMMENDED MOTION

Motion to approve amended Resolution #2022-0004 formally adopting the Golder Ranch Fire District budget in the amount of \$48,267,409 with a proposed mil rate of \$2.43 and a bond debt service mil rate of \$0.14 for fiscal years 2022/23 – 2023/24.



GOLDER RANCH FIRE DISTRICT

Fire ~ Rescue ~ Ambulance
3885 E. Golder Ranch Drive
Tucson, Arizona 85739

Chief Randy Karrer

RESOLUTION NO. 2022-0004 AMENDED

A RESOLUTION APPROVING AND FORMALLY ADOPTING THE GOLDER RANCH FIRE DISTRICT ANNUAL BUDGET FOR FISCAL YEARS 2022 - 2023 AND 2023 - 2024

The Golder Ranch Fire District Governing Board hereby adopts and sets forth the following Resolution:

WHEREAS, the Golder Ranch Fire District is a fire district and political subdivision of the State of Arizona, and is duly organized and existing pursuant to the constitution and laws of the State; and

WHEREAS, the Golder Ranch Fire District Governing Board approved a tentative 24-month budget for fiscal years 2022-2023 and 2023-2024, which contains the estimated revenues and expenditures; and

WHEREAS, the tentative budget was posted in three public places and published on Golder Ranch Fire District's official website for more than twenty days prior to a public hearing in accordance with A.R.S. §48-805.A(2); and

WHEREAS, the Golder Ranch Fire District Governing Board called a public hearing on May 17, 2022 to receive public input on the Golder Ranch Fire District budget for fiscal year 2022-2023; and

WHEREAS, the Net Assessed Value of the Golder Ranch Fire District is \$1,423,551,253; and

WHEREAS, in accordance with the requirements of the Arizona Revised Statutes §48-805.02.D, the Chairman and the Clerk of the Governing Board hereby certify as follows:

- a) That the District has not incurred any debt or liability in excess of taxes levied and to be collected and the money actually available and unencumbered at that time in the District general fund, except for those liabilities as described in §48-805.B.2 and §48-806 and §48-807.
- b) That the Golder Ranch Fire District complies with §48-805.02.F



GOLDER RANCH FIRE DISTRICT

Fire ~ Rescue ~ Ambulance
3885 E. Golder Ranch Drive
Tucson, Arizona 85739

Chief Randy Karrer

NOW, THEREFORE, BE IT RESOLVED that the Golder Ranch Fire District Governing Board met in a duly noticed public session on June 6, 2022 and upon a vote of _____ authorized and approved Resolution No. 2022-0004 to approve and formally adopt the Golder Ranch Fire District's O&M budget for fiscal year 2022-2023 in the amount of \$46,435,395.00 and with a recommended mil rate of \$2.43; and

BE IT FURTHER RESOLVED that the total approved budget amount of \$48,267,409.00 for fiscal year 2022-2023 includes a Bond Debt Service Fund which will require a levy of \$1,832,014 with a proposed mil rate of \$0.14; and

BE IT FURTHER RESOLVED that the Golder Ranch Fire District shall post the adopted budget in a conspicuous location(s) and on the District's official website within seven business days after the final adoption and it shall be retained on the website for at least sixty months; and

BE IT FURTHER RESOLVED a certification by the Chairperson and Clerk of the District Board shall notify the Board of Supervisors of Pinal and Pima County.

BE IT FURTHER RESOLVED that the Golder Ranch Fire District staff is hereby authorized and directed to take all steps necessary and proper to implement this Resolution.



GOLDER RANCH FIRE DISTRICT

Fire ~ Rescue ~ Ambulance
3885 E. Golder Ranch Drive
Tucson, Arizona 85739

Chief Randy Karrer

ADOPTED AND APPROVED by the Governing Body of the Golder Ranch Fire District on this 6th day of June, 2022, at a duly noticed public meeting of the Golder Ranch Fire District Governing Board.

Vicki Cox Golder
Chairperson of the Governing Board
of the Golder Ranch Fire District

ATTEST:

Wally Vette
Clerk of the Governing Board
of the Golder Ranch Fire District

GOLDER RANCH FIRE DISTRICT

BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Pat Abel, Assistant Chief

DATE: June 6, 2022

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE SELECTION OF LLOYD CONSTRUCTION AS THE CONTRACTOR FOR TENANT IMPROVEMENTS ON THE PROPERTY AT 1600 HANLEY BLVD, COMMONLY KNOWN AS THE HANLEY PROJECT, INCLUDING AN AGREEMENT FOR PRE-CONSTRUCTION

ITEM #: 4B – REGULAR BUSINESS

REQUIRED ACTION: ☐ Discussion Only ☒ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☒ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☒ Legal Review

BACKGROUND

The Planning Division submitted a Request for Qualifications (RFQ) to three reputable construction companies for the completion of tenant improvements on the Hanley property. Submissions were received from Concord General Contractors, Core Construction and Lloyd Construction, all with excellent proposals. A selection committee was formed (Assistant Chief Abel, Deputy Chief Cesarek, and Division Chief Price) to review and score the proposals following the evaluation process as outlined in the RFQ section “IV. Evaluation.”

Construction fee percentage, General Condition fees, and items included within General Conditions for proposed scope and ability to work within the budgeted amount

Presentation of the firm’s proposal

Proven ability to work within a prescribed time frame and to meet deadlines

Proven availability to attend meetings with staff and to make presentations at monthly open meetings before the Governing Board of the District or as required

The firm’s approach to the project

The proposed team’s education, certifications, licenses, experience and qualifications

The committee is recommending Lloyd Construction to complete the project. Lloyd Construction has submitted an AIA Standard Form Agreement for Pre-Construction Services. Their proposal is to complete the project in three phases, with each phase having a Gross Maximum Price (GMP) in a Construction Manager at Risk (CMAR) agreement. The first phase includes working directly with the selected architect, WSM Architecture, to finalize the design and drawings and start the demolition process. This phase allows the contractor to “open” the building and expose any potential complications to the tenant improvements. Phase two would include the interior

construction and allow time for the permitting and approval process for the exterior phase. Phase three will be the exterior improvements, landscaping design, and building signage. Majority of phase three will require permitting through the Town of Oro Valley.

Included with this agenda item is the RFQ as sent out and the AIA Standard Form Agreement for Pre-Construction Services as received from Lloyd Construction, which includes the cost of Pre-Construction Services of \$15,574.77. As the process continues, the board shall receive each of the GMP proposals for the three phases.

RECOMMENDED MOTION

Motion to approve the selection of Lloyd Construction for tenant improvements on the property at 1600 E. Hanley Blvd, commonly known as the Hanley Project, including an agreement for pre-construction services.



Golder Ranch Fire District

Request for Qualifications for Administrative Office

Tenant Improvements

Located at 1600 E. Hanley Blvd.,

Tucson, AZ 85737

April 19, 2022

I. Invitation

The Golder Ranch Fire District (The District or GRFD), Tucson, AZ is seeking Request for Qualifications (RFQ) from qualified general contracting (the “consultant”) firms to provide general contracting services for the remodel of a newly acquired office building located at 1600 E. Hanley Blvd, Tucson, AZ 85737.

Approximately **15,197 sq. ft.** of existing space that will require conversion of some offices and open space into an approximately 1,900 sq.ft. meeting space, remodel of kitchen and restrooms, and updated design to current offices and additional storage in the remaining square footage. The tilt slab construction was originally built in 1987 and is part of the Foothills Business Park. The purpose of this RFQ is to identify the most qualified candidate to provide the services required.

Architectural design is currently in process with WSM Architecture. The contract for general contracting services will be awarded following the outlined process in section “IV Evaluation,” of this RFQ. We are anticipating a Construction Manager at Risk (CMAR) approach to this project.

This RFQ is not a binding agreement to purchase goods or services. GRFD reserves the right not to select any firm or to reject any or all submittals.

Questions concerning the RFQ should be directed to:

Grant Cesarek, Deputy Chief
Or/ Patrick Abel, Assistant Chief
(520) 825-9001
gcesarek@grfdaz.gov
pabel@grfdaz.gov

A site walk through will be available for all interested parties on Tuesday, April 26th at 0900 at 1600 E. Hanley Blvd. Tucson, AZ 85739. Construction drawings and conceptual plans will be available at that time.

II. Project Description (Scope of Services)

The Golder Ranch Fire District (GRFD) is seeking qualifications from firms to provide general contracting services for newly acquired office space. The remodel of the office building located at 1600 E. Hanley Blvd. Tucson, AZ, 85737 is designed to become District Headquarters.

This project involves remodeling interior construction. The structure is currently a combination of personal offices, open space with workstations, conference rooms, kitchen and restrooms. This project will include renovation of office spaces in the east wing to a large meeting room for district board meetings. Additionally, the renovation of the kitchen space to a “Café” which includes indoor and outdoor eating space, upgrades to HVAC, mechanical and electrical, redesign of ceilings, interior/exterior painting, additions to restrooms, redesign of current offices, storage and conference spaces. A budget of \$1.5 million has been approved for this fiscal year.

GRFD is seeking a “turnkey” construction process for the tenant improvements. Specific items to be addressed, list is not inclusive of all changes in construction documents:

- Construction of district boardroom in east wing, utilizing square footage currently designed as individual offices and open space.
- Movement of storefront glass on east wall of boardroom to create larger space within roofline. This is optional.
- Addition of access points at storefront for boardroom access/egress.
- Boardroom to include state of the art audiovisual (A/V) displays, sound and audio recording.
- Addition of A/V control room.
- Redesign of office space adjacent to front lobby to create a small conference room.
- Renovation of current kitchen area to a “Café” breakroom area, including stove, sink, dishwasher, and refrigerators.
- Opening of tilt slab exterior wall to create indoor/outdoor access for the “Café” concept within courtyard.
- Redesign of current office space, removal of some office walls to create larger spaces, addition of walls to redefine areas.
- Adding storage areas for records and employee files.
- Upgrades or replacement of HVAC system and updated mechanical plan, as needed.
- Additional restroom stalls added to existing restrooms.
- Removal and replacement of countertops in restrooms.
- LED lighting throughout, including dimmer additions to designated offices.
- Redesign of drop ceiling, including removal of current drop ceiling in some areas, addition of acoustic panels in other areas, including boardroom and vast areas of the structure.
- Removal of carpet from high traffic areas, and addition of luxury vinyl plank flooring in same spaces.
- Interior, exterior painting and appropriate repairs as needed.

- Relocating modular workstations to designated locations per plans.
- Upgrade to door security, including RFID access.
- Repair, seal, and restriping of asphalt parking lot.
- Outdoor landscaping in “backyard” to include removal and replacement of current fence. Provisions for built in seating area, outdoor cooking, and landscaping for roof drainage.
- Addition of flagpole, including lighting and cement block monument sign at front of building, in coordination with Architectural Design Committee review.
- Store front signage on the building.

III. Submittal Requirements

All qualifications shall be submitted in bound form, three (3) identical copies each. The qualifications and all copies shall be submitted in a sealed envelope marked **“Confidential-Do Not Open”** on the front to:

Deputy Chief Grant Cesarek
Golder Ranch Fire District
3885 E. Golder Ranch Drive
Tucson, AZ 85739
RE: District Headquarters TI

Submittals must be received before **4:00 pm Arizona time on Wednesday, May 11, 2022**. Qualifications received after that time and date will not be considered unless the District determines that ALL other timely received qualifications are insufficient. In that case, all late qualifications shall be opened and considered. It is the responsibility of the Contractor to ensure the proposal arrives before the time and date stated above. The District reserves the absolute right to reject any and all submissions deemed to be incomplete, non-responsive or not meeting GRFD’s standards for the project, to waive any deficiencies, and to accept the proposal deemed most advantageous and in the best interest of the District and the taxpayers.

Each submittal shall contain ALL of the following information:

1. **Firm Information:** Include the name of the firm, address, telephone numbers and e-mail address of the contact person. Legal form of the firm (e.g., sole proprietorship, partnership, corporation, LLC, etc.), date of establishment and the state in which the firm’s primary offices are located. If it is a joint venture, identify the members of the joint venture and provide all of the information required here for each member.

2. **Basic Qualifications:** Provide basic information on the firm's size, history, personnel, special expertise and portfolio. Individual resumes, awards, and associations may be included.
3. **Proposed Project Team:** List each individual who is expected to provide services to the District on the project. Describe who will perform the various tasks, the amount of their involvement and responsibilities, and give their qualifications, including years of experience, registrations, education, the skills they bring to the project, and a list of the individual's project experience. List name, title and professional registration, if any, address and telephone number. Briefly describe each individual's involvement with other similar projects, if any. A summary of the current workload of key team members and list of active projects shall also be provided.
4. **Best Qualified:** Provide a short discussion of why the firm is the best qualified to perform the project. Discuss how the firm will approach the various aspects of this project.
5. **Similar Projects:** Provide a short list of similar projects the firm has built to completion. For each of the projects listed, provide projected and actual completion dates, firm's estimated construction cost and the final construction cost for each project. Provide details regarding the firm's experience with cost estimating, and include examples of the same. Provide references for each project.
6. **References:** Provide three references from recent projects designed and built to completion. Include name, project name, phone and/or email contact information.
7. **Cost Estimates:** The consultant shall provide an estimate of construction fees, percentage format preferred. Additionally, provide an estimate of General Conditions fees per month and items included within General Conditions.
8. **Proposed Construction Schedule:** Include a proposed project schedule (in weeks). Ideal completion is December 2, 2022.

IV. Evaluation

The District's project manager is Assistant Chief Pat Abel, or his designee. The owner reserves the right to reject or accept any or all qualifications or waive any formalities, informalities, or information therein. Selection of the contractor will be based upon a number of factors, included but not limited to:

1. Construction fee percentage, General Condition fees, and items included within General Conditions for proposed scope and ability to work within the budgeted amount
2. Presentation of the firm's proposal

3. Proven ability to work within a prescribed time frame and to meet deadlines
4. Proven availability to attend meetings with staff and to make presentations at monthly open meetings before the Governing Board of the District or as required
5. The firm's approach to the project
6. The proposed team's education, certifications, licenses, experience and qualifications
7. Possible Interview Panel

The District reserves the absolute right to narrow the pool of candidates for the project, and remove firms from consideration, at any time during the selection process. A firm submitting a SOQ will be notified in writing if it is removed from the candidate pool during the selection process. A construction agreement containing terms satisfactory to the GRFD will be negotiated with the successful firm following the selection process. Selection of a firm does not constitute a binding agreement until a written contract is signed by both parties. If a contract is not successfully negotiated with the top firm selected, the District may negotiate with the next chosen applicant or may reject all bids. Final selection will be announced to all responding parties.

V. Terms & Conditions

1. The issuance of this RFQ does not commit GRFD to enter into any agreement or contract for services. GRFD anticipates that a modified AIA contract for construction services will be negotiated.
2. The District is under no obligation to select any of the candidates and may choose to begin a new consultant selection process at any time. Additionally, the District shall retain the absolute right to delay, modify, or abandon the project at any time in its sole discretion and in accordance with law.
3. All materials submitted shall become the property of GRFD and will not be returned. GRFD will not be responsible for any costs incurred by respondents in the preparation of their submittal or in negotiation of a final contract.
4. Final award of the project is contingent upon the District and the selected individual consultant or firm entering into an Owner-Contractor Agreement and General Conditions, as modified by the State of Arizona.

AIA® Document A102™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 25th day of May in the year 2022
(In words, indicate day, month and year.)

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

Golder Ranch Fire District
3885 E. Golder Ranch Drive
Tucson, Arizona 85739

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

Lloyd Construction Company, Inc.
2180 N. Wilmot Road
Tucson, Arizona 85712

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

Golder Ranch Fire District
Headquarters Tenant Improvements
1600 E. Hanley Blvd.
Tucson, Arizona 85737

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

WSM Architects
4330 N. Campbell Avenue, Suite 268
Tucson, Arizona 85718

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 A102™–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.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
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16	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. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

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 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

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User Notes:

(1901552694)

interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 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.

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

§ 4.3 Substantial Completion

§ 4.3.1 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 To be Determined () calendar days from the date of commencement of the Work.
- ☐ By the following date:

§ 4.3.2 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
Preconstruction Services	

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

5% of the total cost of the work.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

5% of the total cost of the changes in work

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 5.1.5 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	Units and Limitations	Price Per Unit (\$0.00)
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§ 5.1.6 Liquidated damages, if any:

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

N/A

§ 5.1.7 Other:

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

N/A

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Fifteen Thousand Five Hundred Seventy Four Dollars and Seventy Seven Cents. (\$ 15,574.77), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
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§ 5.2.2.2 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	Price	Conditions for Acceptance
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§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
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§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

The baseline GMP is based on Preconstruction Services for construction only. A GMP for construction services shall be established as an amendment to this contract.

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement.

Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions,

provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the

related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is

awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 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.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the 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 () days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which

the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 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;
- .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;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 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.)

10% ten percent

§ 12.1.8.1.1 The following items are not subject to retainage:

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

General Conditions and Fee

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

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Reduction to 5% five percent

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, 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

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to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 12.1.9 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.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 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;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the

disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 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:

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 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.)

%

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

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

§ 13.2 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 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 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for 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.)

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 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.

§ 15.2 The Owner's representative:

(Name, address, email address and other information)

Randy Karrer, Chief
Golder Ranch Fire District
3885 E. Golder Ranch Drive
Tucson, Az. 85739

§ 15.3 The Contractor's representative:

(Name, address, email address and other information)

Robby Garvey
2180 N. Wilmot Rd
Tucson, AZ 85712

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User Notes:

(1901552694)

Office 520.884.9821
Cell 520.419-7459

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

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 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.)

§ 15.7 Other provisions:

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

(Paragraphs deleted)

Forthcoming with GMP

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
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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 16.

.8 Other Exhibits:

(Check all boxes that apply.)

[] 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:

Title	Date	Pages
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[] 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 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.)

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

Golder Ranch Fire District

Lloyd Construction Company, Inc.

OWNER (Signature)

CONTRACTOR (Signature)

Randy Karrer, Chief
(Printed name and title)

(Printed name and title)

Init.



Golder Ranch Fire District Headquarters

Project No. 222966

Estimated Hrs.
Prior to Bid

Rate

Total

Break Outs

Scope: Construction Manager at Risk for Golder Ranch Fire District Headquarters

1. Schematic Design (SD) Phase budget GMP pricing for Demo and potential long lead items : OAC meetings as needed, side meetings to review specific issues or design assist items, update project management plan, maintain an updated estimate, update schedule, constructability reviews, value engineering (TVD), identify material issues or details, refine scope.

Schedule- June 7th, 2022-June 14th, 2022

Project Management				
Lead P.M.-	10	\$	92.90	\$ 929.00
BIM review/ Spec review/constructability review-	10	\$	77.50	\$ 775.00
Field Investigations/ doc review-	15	\$	80.10	\$ 1,201.50
				\$ 2,905.50
Estimating				
Estimator-	15	\$	82.55	\$ 1,238.25
Estimator-Sr.	5	\$	109.36	\$ 546.80
				\$ -
				\$ 1,785.05
Clerical/Office				
Clerical-processing	4	\$	33.42	\$ 133.68
Internal reproductions-Lump Sum	0	\$	250.00	\$ -
Meeting coordination	4	\$	30.00	\$ 120.00
				\$ 253.68
				\$ 4,944.23

2. Construction Documents & Guaranteed Maximum Price (CD&GMP) Phase For Interior construction only - OAC meetings as needed ,review current documents, refine project management plan, meetings to review specific issues or design assist items, maintain an updated estimate, update schedule, constructability reviews, subcontractor bid list, develop scope abstracts, finalize GMP.

Schedule- June 23rd, 2022-July 14th, 2022

Project Management				
Lead P.M.-	15	\$	92.90	\$ 1,393.50
BIM review/ Spec review/constructability review-	12	\$	77.50	\$ 930.00
Field Investigations/ doc review-	20	\$	80.10	\$ 1,602.00
				\$ 3,925.50
Estimating				
Estimator-	30	\$	82.55	\$ 2,476.50
Estimator-Sr.	15	\$	109.36	\$ 1,640.40
Consultants-				\$ 4,116.90
Clerical/Office				
Clerical-processing	5	\$	33.42	\$ 167.10
Internal reproductions-Lump Sum	0	\$	250.00	\$ -
Meeting coordination	5	\$	30.00	\$ 150.00
				\$ 317.10
				\$ 8,359.50

3. Construction Documents & Guaranteed Maximum Price (CD&GMP) Phase for exterior construction - OAC meetings as needed ,review current documents, refine project management plan, meetings to review specific issues or design assist items, maintain an updated estimate, update schedule, constructability reviews, subcontractor bid list, develop scope abstracts, finalize GMP.

Schedule- July 27, 2022- August 5th, 2022

Project Management				
Lead P.M.-	5	\$	92.90	\$ 464.50
BIM review/ Spec review/constructability review-	5	\$	77.50	\$ 387.50
Field Investigations/ doc review-	3	\$	80.10	\$ 240.30
				\$ 1,092.30
Estimating				
Estimator-	8	\$	82.55	\$ 660.40
Estimator-Sr.	3	\$	109.36	\$ 328.08
Consultants-				\$ 988.48
Clerical/Office				
Clerical-processing	3	\$	33.42	\$ 100.26
Internal reproductions-Lump Sum	0	\$	250.00	\$ -
Meeting coordination	3	\$	30.00	\$ 90.00
				\$ 190.26
				\$ 2,271.04

Total Pre-Construction Services

\$ 15,574.77

GOLDER RANCH FIRE DISTRICT

BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Allison Delong, Human Resources Manager

DATE: June 6, 2022

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE SELECTION OF A FIRM TO RECRUIT A SUCCESSOR FOR FIRE CHIEF RANDY KARRER UPON HIS UPCOMING RETIREMENT FROM GOLDER RANCH FIRE DISTRICT

ITEM #: 4C – REGULAR BUSINESS

REQUIRED ACTION: ☐ Discussion Only ☒ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☒ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

This is a time to discuss and possibly identify a third party firm for the process of recruiting a successor for Fire Chief Randy Karrer upon his upcoming retirement from Golder Ranch Fire District.

The Golder Ranch Fire District Governing Board was given background information on different recruitment firms vetted by Human Resources at the last regular board meeting. At which time, the Board requested references for the various firms. HR Manager Delong provided the requested references that follow this memo in the board packet.

RECOMMENDED MOTION

Motion to approve agreement with _____ as the District's recruitment firm for purposes of selection of the District's next fire chief and further authorize the Chairperson or Vice-Chairperson to sign the agreement with _____ on behalf of the District.



Golder Ranch Fire District

MEMORANDUM

Date: May 17, 2022

To: GRFD Governing Board, Chairperson Vicki Cox-Golder

From: HR Manager Delong

Subject: Fire Chief Recruitment Firms

- Western Fire Chiefs Association (WFCA):
 - At capacity and cannot take on another client at this time.
 - They will assist us with advertising, regardless of which firm we chose.
- CPS HR Consulting:
 - Did not provide a breakdown of covered services.
 - Did provide a fee of \$25,000 for recruitment and \$12,500 for assessment.
 - This organization was not professional or responsive.
- Emergency Services Consulting International (ESCI) consulting firm for the International Association of Fire Chiefs (IAFC):
 - Provided an executive breakdown of covered services
 - Base cost, \$17,000 - \$23,000 plus travel
 - ESCI was very responsive to my request.
- Prothman:
 - Provided a comprehensive proposal with pricing and prior sample recruitment material.
 - Base cost is \$19,500, plus expenses at approximately \$6,000, not including travel.
 - Prothman was slower to respond, but did keep in communication with me regarding the delay.
- Mosaic:
 - Provided a comprehensive proposal with pricing, references, and prior sample recruitment material.
 - Flat fee is \$30,000. Option for additional in person consultant meetings for \$1,500, including travel.
 - This company was extremely responsive and forthcoming.
- Additional cost to any of the above proposals:
 - Providing travel for the final candidates.
 - Relocation cost, if needed, for chosen candidate.

My recommendation would be Mosaic, while their base price appears more expensive, the other firms add the costs into additional expenses that cannot be quantified up front. Mosaic has also recently concluded a recruitment for Gilbert, AZ, they are familiar with the area and the current pool of interested candidates, potentially saving the board time and resources.



Golder Ranch Fire District

MEMORANDUM

Date: June 6, 2022

To: GRFD Governing Board, Chairperson Vicki Cox-Golder

From: HR Manager Delong

Subject: References for Fire Chief Recruitment Firms

These are the reference questions asked:

- We would love to hear your feedback regarding your experience:
- What was your experience?
- Was the recruitment handled professionally?
- Where you satisfied with the service provided?
- Was there any expectation they did not meet for you?
- Where they responsive?

Emergency Services Consulting International (ESCI) consulting firm for the International Association of Fire Chiefs (IAFC):

- Medina County (Texas) Emergency Services District #1

Regarding your request for executive recruiting consultants:

Yes we did use ESCI for our recruitment needs for a new paid Fire Chief position. The process worked very well, and had a very positive outcome.

I would definitely recommend using them. The recruitment was handled professionally.

To save some costs, we processed the notice and received all the applications and compiled them onto an excel spreadsheet. Then forwarded the applications and the spreadsheet to ESCI to start their processes.

We were able to give input on how the interview process was handled, the timelines, surrounding fire chiefs on the interviewing panel, and the ESD Board was able to hold a special meeting to get hands on with the last round of interviews of candidates for final selection process. ESCI also helped with the negotiations process at the end.

We are very happy with the candidate that was offered the position, and wish you the best with your project.

Good Luck with your processes,

Polly Edlund
Medina County (Texas) Emergency Services District #1



Golder Ranch Fire District

MEMORANDUM

Prothman:

- Loveland (Colorado) Fire Rescue Authority

We did use Prothman last year for our Fire Chief recruitment. We were quite satisfied with them – professional, responsive, available and provided guidance along the way. Also, pricing was consistent with what was quoted.

I don't recall anyone being dissatisfied with any aspect. I would use them again and would recommend them. We worked with Warren Merritt who was wonderful.

Please feel free to reach back out or call if you have any other specific questions and...good luck!



Andrea Wright

Human Resources Manager

410 E. Fifth St. | Loveland, CO 80537

Direct: 970.962.2825 | **Cell:** 970.593.8713

- Vashon Island Fire & Rescue (Washington State)

What was your experience? *[Krimmert] I found the experience to be well managed and my engagements with the Prothman team collaborative and focused on the needs of the District... I believe their engagement allowed us to find several strong candidates and their process allowed us to quickly hone the field...*

Was the recruitment handled professionally? *[Krimmert] Yes. It was the first thing I wrote when answering the above question and had to rewrite that response for you asking here! The District used the Prothman agency for my hiring back in 2016 and I found it so well organized and ran that I never really thought to not to use these for our recent, and still on-going, efforts...*

Where you satisfied with the service provided? *[Krimmert] Very much so. In fact, in addition to use Prothman to secure the candidate we are currently on boarding as the Assistant Chief of Operations we have ask them to do the national advertising and preliminary screening for a new Financial Manager / District Secretary and the advertising for a new Fleet Mechanic.*

Was there any expectation they did not meet for you? *[Krimmert] No. We actual presented them several unique challenges via various positions taken at the Board level and all were addressed in a professional and direct manner for the betterment of the District and clarity of the hiring process...*

Where they responsive? *[Krimmert] Always. Our representative was pro-active in his communications and his efforts to understand the District and the various desires and goals of the new applicants as held by the stakeholder groups of our organization...*

Chief Charlie Krimmert, Vashon Island Fire & Rescue, WA



Golder Ranch Fire District

MEMORANDUM

Mosaic:

- El Dorado Hills, California, Water District/Fire Department

Per your request, I'm responding to the reference inquiry. First of all, I've had a professional relationship with Greg Nelson going back as a recruited candidate and as a Director at El Dorado Hills Fire Department. Mr. Nelson provided excellent service to me personally and as sitting Board Member. Mr. Nelson was providing these services while associated with Ralph Anderson Consulting Services. I have observed Mr. Nelson both as a candidate and as part of the hiring authority. Mr. Nelson has always performed in a professional manner and demonstrated a high level of expertise in his service. I believe results are a measure of success and I would note that our process led to a hiring a fire chief who successfully completed his initial three year contract and was offered an additional three year contract based on his performance.

Jim Hartley, Director, Water District (Fire Department)

- Town of Gilbert, Arizona, Fire Chief

As the Town Manager, I have had lots of experience working with executive recruitment firms. In my experience, many firms out there will only push the paperwork and leave your team to do the actual work. I have not been impressed with other firms the way I have with Mosaic. I have worked with Greg for a number of years, prior to him founding Mosaic. It was no question that we would use him when we needed a Police Chief four years ago and no question when we were ready to recruit for the Fire Chief this year. One thing I like about Mosaic (Greg and Bryan) is that they have a rolodex of candidates and they take the time to dive deep into them, so you know what you are getting. They are detailed and proactive. Both Greg and Bryan are retired Chiefs of Police so they understand public safety, governing boards, politics, labor unions, and respecting internal and external candidates. They offer full service recruitment, and do not leave your team parts and pieces to coordinate or pick up.

Patrick Banger, Town Manager, Town of Gilbert