



**Board of Aldermen
Recessed Meeting
Agenda Packet
August 27, 2024**



AGENDA
Spencer Board of Aldermen
Recessed Meeting
5:30 p.m.

DATE
August 27, 2024

- 1. CALL TO ORDER – Mayor Jonathan Williams**
- 2. INVOCATION & PLEDGE OF ALLEGIANCE – Mayor Jonathan Williams**
- 3. CONSIDER ADOPTING – Town Park Project Budget Ordinance 23-19.003**
- 4. CONSIDER AWARDING – Construction Contract for Town Park Project**
 - a. Award a contract to Ike's Construction, Inc. in the amount of \$2,175,700 based on the revised value engineering proposal.**
 - b. Authorize the Town Manager to finalize and execute the agreement with Ike's Construction.**
- 5. EXECUTIVE SESSION per NC General Statute 143-318.11 (if needed)**
- 6. ADJOURNMENT**

704-633-2231
spencernc.gov



Post Office Box 45
Spencer, NC 28159-0045

Agenda Item Coversheet

Meeting Date: 08/27/2024

Agenda Item #: 3 & 4

Agenda Item Title: Consider adopting a Town Park Project Budget Ordinance amendment, awarding a construction contract to Ike's Construction, Inc. in the amount of \$2,175,700 for the construction of Spencer Town Park, and authorizing the Town Manager to finalize and execute the agreement with Ike's Construction.

Category: Regular Agenda

Presenter(s): Town Manager, Finance Officer & Special Projects Planner

Explanation: Bids have been received for the Spencer Town Park Project. The responsible low-bidder is Ike's Construction Company of Concord, NC. Through a process of negotiation, design adaptation, and scope modification, the project has been value engineered to a proposed cost of \$2,175,700. Pending the execution of a contract, Ike's Construction is prepared to begin work on, or about, October 2, 2024. The period of construction is estimated to be 9 months.

Financial Impact: At present, there is \$1,842,013.70 in available funds for the project, leaving a funding gap of \$333,686.30. Adopting a project budget amendment would allow the project to go forward. Staff has outlined a program of fundraising to close, and, as a goal, exceed the funding gap to build this important community project. If adopted by the Board as part of the budget amendment, we can also proceed with fundraising to include seeking additional grants. Although not the intention, the budget amendment recognizes that the Town's fund balance would cover any shortfall in our fundraising goal. Achieving the \$385,000 fundraising goal would fund the base project and about \$50,000 in additional contingency. Additional fundraising would allow four project alternates to be considered.

Recommendations:

1. Motion to adopt Town Park Budget Ordinance Amendment 23-19.003
2. Motion to award a construction contract to Ike's Construction, Inc. in the amount of \$2,175,700 for the construction of Spencer Town Park
3. Motion to authorize the Town Manager to finalize and execute the agreement with Ike's Construction.

Attachment(s): ☒ Yes ☐ No

- | | |
|--|---|
| 1. Award Letter – drafted by Benesch | 5. Budget Ordinance Amendment 23-19.003 |
| 2. Value Engineering Proposal – Ike's Construction | 6. Sample AIA agreement with Ike's Construction, Inc. |
| 3. Town Park Budget Gap Analysis | |
| 4. Recommended Fundraising Plan | |



Alfred Benesch & Company
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August 26, 2024

Mr. Peter Franzese
Town Manager
Town of Spencer, NC
460 South Salisbury Avenue
Spencer, NC 28159

**RE: Spencer Town Park
Bid Recommendation**

Dear Peter,

We have reviewed the bids and investigated the license requirements for the bidders for Spencer Town Park. On that basis and discussions with Town staff, we recommend that the Town enter formal negotiations and execute a single prime general construction contract with the apparent low bidder, Ike's Construction, Inc.

The following award scenario is proposed below for consideration:

Award

Base Bid:	\$2,073,200
Contingency Allowance:	\$103,660.00
Testing Allowance:	\$ 3,500
Fountain Allowance	\$200,000
Signage Allowance:	\$75,000
Total Bid:	\$2,455,360.00

Additionally, in efforts to meet the project budget the following credits have been offered by Ike's Construction and potentially accepted by the Town:

Credits/Reductions

Refer to attached Value Engineering Options sheet.

Total Credits/Reductions:	\$(279,660.00)
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Total Construction Contract Amount with credits and reductions:	\$2,175,700.00
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It is our understanding that the Town will discuss this award scenario and issue a construction contract for this amount to Ike's Construction, Inc. soon should final negotiations be successful.

Furthermore, we understand the Town is making plans to hold a fund-raising campaign to raise additional funds for the park over the next two months. Should additional funds be raised the Town reserves the option to add the following alternatives to the construction contract in the future.

Add Alternate No. 1: Additional Parking Lot Improvements	\$236,900.00
Add Alternate No.2: Salisbury Avenue Streetscape Improvements	\$23,700.00
Add Alternate No.3: Upgrade Parking Lot to concrete pavers	\$77,400.00



Add Alternate No.4: Install 2 granite benches

\$13,200

Please be aware after October 1, 2024 the add alternate price may be subject to a cost increase should market conditions change.

We appreciate the opportunity to assist the Town through this phase of the work and look forward to the start of construction soon. Please contact me if we can provide any additional information about this bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Ashbaugh".

Jeff Ashbaugh, PLA
NC LA Group Manager

Spencer Town Park - ORIGINAL BID

Base Bid	\$	2,073,200.00	84.4%
Contingency Allowance	\$	103,660.00	4.2%
Testing Allowance	\$	3,500.00	0.1%
Fountain	\$	200,000.00	8.1%
Signage Allowance	\$	75,000.00	3.1%
Total Original Bid	\$	2,455,360.00	100.0%

Value Engineering Options

remove ceramic wall tile, add epoxy paint	\$	(18,500.00)	
remove granite on 4 site columns, replace with brick	\$	(14,000.00)	
re-configure 800 amp service using (2) 400 amp fused disconnects, change panels to main lug only	\$	(4,300.00)	
open cut and install conduit for Duke in lieu of directional boring	\$	(5,400.00)	
site lighting package VE	\$	(19,700.00)	
SRU to install 3" water tap and bring to property line	\$	(12,600.00)	
SRU to install sewer tap in 5th St. and bring to property line	\$	(26,200.00)	
change topsoil depth under landscaping to 12" instead of 24"	\$	(18,500.00)	
reduce fountain allowance	\$	(100,000.00)	
remove test allowance from contract	\$	(3,500.00)	
reduce contingency allowance	\$	(53,660.00)	
owner to buy Builder's Risk	\$	(3,300.00)	
Total Value Engineering	\$	(279,660.00)	-11.4%

Total Value Engineered Proposal \$ 2,175,700.00

Spencer Town Park - REVISED Schedule of Values

Surveying	\$	12,700.00	0.6%
General Requirements	\$	44,300.00	2.0%
Superintendent	\$	108,100.00	5.0%
General Helper	\$	17,800.00	0.8%
(foundations, interior slabs, exterior concrete, rebar) Concrete	\$	165,000.00	7.6%
(Block, brick, rebar) Masonry	\$	147,100.00	6.8%
(Steel structure) Steel	\$	167,400.00	7.7%
(trusses, decking, sheathing, framing, trim, exterior trim) Woods & Plastics	\$	114,400.00	5.3%
(roofing, siding, caulking, dampproofing) Thermal & Moisture	\$	86,900.00	4.0%
(HM doors & frames, hardware, storefront, coiling doors) Openings	\$	40,700.00	1.9%
(insulation/drywall/epoxy floor/epoxy paint) Finishes	\$	42,700.00	2.0%
(3 interior signs, TP, TA, 1 FE, flagpole) Specialties	\$	40,900.00	1.9%
Plumbing	\$	63,500.00	2.9%
HVAC	\$	32,800.00	1.5%
(building & site) Electrical	\$	221,500.00	10.2%
(mobilize, demo, erosion, grading, storm, utilities, paving) Sitework	\$	464,900.00	21.4%
(brick pavers) Pavers	\$	8,900.00	0.4%
Landscaping	\$	79,500.00	3.7%
Irrigation	\$	70,400.00	3.2%
P&P Bond	\$	21,200.00	1.0%
Base Bid	\$	1,950,700.00	89.7%
REVISED Contingency Allowance	\$	50,000.00	2.3%
REVISED Testing Allowance	\$	-	0.0%
REVISED Fountain Allowance	\$	100,000.00	4.6%
Signage Allowance	\$	75,000.00	3.4%
Total REVISED Allowances	\$	225,000.00	10.3%

Total Value Engineered Proposal \$ 2,175,700.00 100.0%

Additional Parking Lot Improvements	Alternate #1	\$	236,900.00
	Neighbor's share	\$	(99,500.00)
	Town's share	\$	137,400.00
Salisbury Avenue Streetscape Upgrade	Alternate #2	\$	23,700.00
Upgrade Alternate #1 Parking Lot to concrete pavers	Alternate #3	\$	77,400.00
install 2 granite benches	Alternate #4	\$	13,200.00

TOWN PARK BUDGET GAP / BASE PROJECT

REVENUE

Rural Transformation Grant	\$ 900,000.00
Parks & Recreation Trust Fund Grant	\$ 500,000.00
Rural Downtown Economic Development Grant	\$ 275,000.00
Fred & Alice Stanback	\$ 100,000.00
Local Funds	\$ 225,000.00
Local Funds	\$ 78,000.00
	\$ 2,078,000.00

ENCUMBERED TO DATE

Design, Master Planning, Grant Applications, Other	\$ (235,986.30)
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FUNDS AVAILABLE FOR CONSTRUCTION	\$ 1,842,013.70
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VALUE ENGINEERED BASE PROPOSAL	\$ 2,175,700.00
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FUNDING GAP	\$ 333,686.30
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Spencer Town Park Giving Opportunities

Key Recreational Elements	Giving Level	Opportunities	Total
Community Pavillion	\$ 75,000	1	\$ 75,000
Children's Water Feature	\$ 40,000	1	\$ 40,000
The Gathering Lawn	\$ 40,000	1	\$ 40,000
Site Elements and Furnishings			
Lighting Package	\$ 20,000	1	\$ 20,000
Entrance Gates	\$ 15,000	2	\$ 30,000
Flagpole Concourse	\$ 25,000	1	\$ 25,000
Signage Package	\$ 20,000	1	\$ 20,000
Benches	\$ 1,500	8	\$ 12,000
Picnic Tables	\$ 2,000	3	\$ 6,000
Solar Picnic Table	\$ 25,000	2	\$ 50,000
Landscaping and Flatwork			
Trees	\$ 750	20	\$ 15,000
Shrubs / Gardens	\$ 500	8	\$ 4,000
Brick Pavers	\$ 100	100	\$ 10,000
Granite Pavers	\$ 250	100	\$ 25,000
Community Supporters			
\$5-99 donations (average of \$25 would require 520)	\$ 25	520	\$ 13,000
TOTAL BASE CAMPAIGN			\$ 385,000

Park Upgrade Opportunities	Giving Level	Opportunities	Total
Alternate 1 Parking Lot Improvements	\$ 60,000	4	\$ 240,000
Alternate 2 Salisbury Avenue Streetscape	\$ 24,000	1	\$ 24,000
Alternate 3 (enhancement to Alt 1) permeable parking	\$ 20,000	4	\$ 80,000
Alternate 4 Granite Benches	\$ 7,000	2	\$ 14,000
TOTAL UPGRADES			\$ 358,000

DOWNTOWN PARK PROJECT BUDGET ORDINANCE
FOR THE TOWN OF SPENCER,
NORTH CAROLINA
PROJECT BUDGET ORDINANCE AMENDMENT 23-19.003
AUGUST 27, 2024

BE IT ORDAINED by the Governing Board of the Town of Spencer, North Carolina, the following amended anticipated revenues, and expenditures from the fundraising and donation campaign by the Town are hereby appropriated and approved for the Downtown Park Project amending Ordinance 23-19.003 and

Section 1. The Town authorizes the Town Manager or his designee to pursue donation and grant opportunities to meet the staff-recommended fundraising plan.

Section 2. The Town anticipates and authorizes the Town Manager to sign on behalf of the Town any documents related to the grants and donations acceptance and

Section 3. To appropriate revenues and expense appropriations as follows for grants and donations from the fundraising and donations campaign of \$385,000:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
92-3985-241	Downtown Park Donations/Grants	\$0	\$385,000	\$385,000

Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
92-6120-580	Capital Outlay - Infrastructure	\$1,918,000	\$2,303,000	\$385,000

Section 4. If the fundraising and donation revenue goals are not met, the Town agrees to use Appropriated Fund Balance in General Fund for the remaining balance.

Section 5. Copies of this project budget amendment shall be furnished to the Clerk to the Governing Board, and to the Town Manager and the Finance Officer for record-keeping.

Adopted this 27th day of August 2024.

Anna Kanode Ward, Town Clerk

Jonathan D. Williams, Mayor

DRAFT 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 26th day of August in the year 2024
(In words, indicate day, month and year.)

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

Town of Spencer
460 S. Salisbury Ave.
PO Box 45
Spencer, NC 28159

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

Ike's Construction, Inc.
303 Executive Park Drive
Concord, North Carolina 28025

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

Spencer Town Park
460 South Salisbury Ave.
Spencer, NC

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

Alfred Benesch & Company
2359 Perimeter Pointe Parkway
Suite 350
Charlotte, NC 28208

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.

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than two hundred forty (240) calendar days from the date of commencement of the Work.

[X] Final Completion by two hundred seventy (270) calendar days from the date of commencement of the Work.

§ 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
N/A	

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million One Hundred Seventy-Five Thousand Seven Hundred Dollars and No Cents (\$2,175,700.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
TBD – The Town reserves the option to add Alternates 1, 2, 3, and/or 4 to the contract sum by October 1, 2024 for no cost change.	

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

Item	Price	Conditions for Acceptance
N/A		

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

Item	Price
General Contingency	\$50,000
Fountain Allowance	\$100,000
Signage	\$75,000

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

Item	Units and Limitations	Price per Unit (\$0.00)
UP-1 through UP-20 to be used, if needed.		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$500 per each calendar day that any part of the work remains uncompleted after the contract time stipulated for final completion of the work. Monies shall be set off or deducted from any monies due the Contractor or, if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor or from the surety or from both

§ 4.6 Other:

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the tenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last 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 thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .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; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

<< >>

§ 5.1.7.1.1 The following items are not subject to retainage:

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

<< >>

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

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

<< >>

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

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

<< >>

§ 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 Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

<< >>

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »
« »
« »
« »

§ 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.

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

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

« »

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

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)

Joe Morris
Special Projects Planner
Town of Spencer
460 S. Salisbury Ave.
PO Box 45
Spencer, NC 28159

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

Andy Messmer
Executive Vice-President
Ike's Construction, Inc.
303 Executive Park Drive
Concord, North Carolina 28025

§ 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 Exhibit, if completed, or as otherwise set forth below:

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

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, 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
See Exhibit E Index of Drawings Project Drawings dated July 1, 2024		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit F – Table of Contents in the Project Manual dated July 1, 2024			

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	July 29, 2024	34

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

- .8** Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

« »

☐ The Sustainability Plan:

Title	Date	Pages

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary General Conditions in the Project Manual		July 1, 2024	10

- .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.

OWNER (Signature)

Peter Franzese, Town Manager
(Printed name and title)

CONTRACTOR (Signature)

Andy Messmer, Executive Vice-President
(Printed name and title)