

6/16/15

AIA Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixteenth day of June in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

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

Roosevelt City
92 West Lagoon Street
Roosevelt, UT 84066
Telephone Number: (435) 425-7201
Fax Number: (435) 722-5000

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

Westland Construction Inc., General Corporation
1411 West 1250 South, Suite 200
Orem, Utah 84058
Telephone Number: 801-374-6085
Fax Number: 801-374-6060

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

Roosevelt Aquatic Center
92 W. Lagoon Street
Roosevelt, UT 84066

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

EDA Architects Inc.
The Boston Building
9 Exchange Place, Suite 1100
Salt Lake City, Ut 84111
Telephone Number: (801) 531-7600
Fax Number: (801) 363-3149

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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 Eight Million Three Hundred Thirty-five Thousand Four Hundred Dollars and Zero Cents (\$ 8,335,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

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

| Item | Units and Limitations | Price Per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

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

| Item | Price |
|---------------------------|-------------|
| Questar Gas Fee Allowance | \$15,000.00 |

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 Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty-five (25) 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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

10.00 % per annum

§ 8.3 The Owner’s representative:

(Name, address and other information)

Vaun Ryan, Mayor
92 West Lagoon Street
Roosevelt, Ut 84066
Telephone Number: (435) 425-7201
Fax Number: (435) 722-5000

Email Address: jjohnson@rooseveltcity.com

§ 8.4 The Contractor’s representative:

(Name, address and other information)

Init.

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

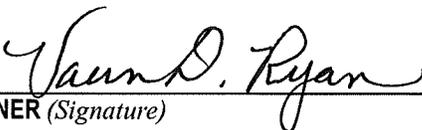
ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

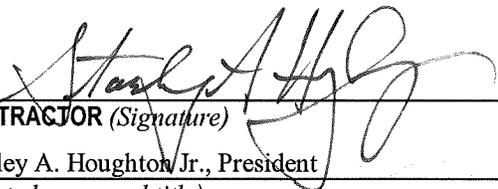
| Type of insurance or bond | Limit of liability or bond amount (\$0.00) |
|--|---|
| Workers Compensation Insurance: | |
| (1) Bodily injury by accident | \$100,000 each accident |
| (2) Bodily injury by disease | \$100,000 each employee |
| (3) Bodily injury by disease | \$500,000 policy limit |
| Liability Insurance: | |
| (1) Commercial general liability | |
| (a) General/products aggregate | \$2,000,000 per project |
| (b) Each occurrence | \$1,000,000 |
| (c) Personal and bodily injury | \$1,000,000 |
| (2) Comprehensive automobile liability | Combined single of not less than \$1,000,000 covering owned, non-owned, and hired vehicles. |
| ISO Form CG2010 11/85 or its equivalent | |
| Umbrella Liability Insurance: | \$5,000,000 |
| Builders Risk Insurance: | Provided by Owner. |

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



OWNER *(Signature)*
 Vaun Ryan, Mayor

(Printed name and title)



CONTRACTOR *(Signature)*
 Stanley A. Houghton Jr., President

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Stanley Houghton Jr. , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:32:37 on 06/16/2015 under Order No. 7652082893_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

VP Preconstruction

(Title)

6/17/15

(Dated)