



AIA[®]

Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 11th day of April in the year 2017
(In words, indicate day, month and year.)

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

Greenfield School District
4850 South 60th Street
Greenfield, Wisconsin 53220

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

The Boelter Companies
4200 N. Port Washington Rd.
Glendale, WI 53212

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

Greenfield School District 2017 Building Improvements
Bid Group 6 - Food Service Equipment
Glenwood Elementary, Greenfield High School

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

Nexus Solutions, LLC
11188 Zealand Ave. N.
Champlin, MN 55316

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

Plunkett Raysich Architects
209 South Water Street
Milwaukee, Wisconsin 53204

The Owner and Contractor agree as follows: Provide Food Service Equipment Work in accordance with Bid Group 6 - Food Service Equipment plans and specifications dated February 13th, 2017 for Greenfield School District 2017 Building Improvements Food Service Equipment - Glenwood Elementary, Greenfield High School. This includes Addendums 1, Addendum 2 and Addendum 3.

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.

This document is intended to be used in conjunction with AIA Documents A232i . 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132i . 2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132i . 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232i . 2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1515744843)

Scope of this contract includes but is not limited to:
 Delivery, receipt and unloading of all materials and equipment
 Placement and start up by factory authorized representative
 Protection of any equipment stored on site
 Protection of floors and walls as necessary for delivery and install
 Owner training
 Shop drawing submittals
 Provide gas hose connection kits
 Final Closeout documentation per specifications

Contract breakdown is as follows:

Base Bid Elm Dale Elementary School	Not Accepted
Alternate GW-1 Glenwood Kitchen Remodel	\$151,592.00
Alternate HS-1 High School Hawks Nest Coffee Kiosk	\$39,382.00
Total	\$190,974.00

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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 Modifications, 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.

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ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics liens and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 08/16/2017 () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the 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 one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be One hundred ninety thousand nine hundred seventy four dollars (\$190,974.00), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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(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.)

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the 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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§ 4.2.4 Allowances included in the Stipulated Sum, if any:

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

Item	Allowance
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(Row deleted)

(Paragraphs deleted)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work: Lump Sum Change Order

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: 5% markup of the direct cost of self-performed work plus subcontractor work for overhead, and a 10% markup of the direct cost of self-performed work plus subcontractor work for profit.

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed seventy-five percent (75 %) of the AED Green Book Rates. The total cost of the rental of any piece of equipment shall not exceed its fair market value at the commencement of its use.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance 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:

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§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 23rd day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five Percent (5%) until such time as the Work as determined by Owner and Construction Manager is 50% completed. Thereafter, remaining payments for the Work shall be subject to a retainage of 0% until the Contractor has achieved Substantial Completion of the Project. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5%) until such time as the Work as determined by Owner and Construction Manager is 50% completed. Thereafter, remaining payments for the Work shall be subject to a retainage of 0% until the Contractor has achieved Substantial Completion of the Project.;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-seven and one half percent (97.5 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

(Paragraphs deleted)

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§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A23262009, and to satisfy other requirements, if any, which extend beyond final payment;

(Paragraph deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1

(Paragraphs deleted)

Deliberately omitted.

§ 6.2 Mediation and Binding Dispute Resolution

§ 6.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation, provided if such mediation is not concluded within ninety (90) days of the receipt of a written notice of Claim by the other party, then either party may terminate further mediation and commence litigation. Either party may commence litigation before or during mediation as long as the litigation is stayed for the duration of the mediation, but in no event longer than ninety (90) days of the receipt of a written notice of Claim by the other party. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which shall use the rules of the American Arbitration Association ("AAA") for Construction Industry Mediation Procedures in effect on the date of the Agreement but shall not be administered by the AAA unless the parties mutually agree otherwise. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties. If such mediation is not concluded within sixty (60) days of the receipt of a written notice of the request for mediation, either party may terminate further mediation and commence or continue litigation.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager 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, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in the Circuit Court of Milwaukee County, Wisconsin

Other: *(Specify)*

(Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A23262009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A23262009.

§ 7.2

Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A23262009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A23262009; however, the Owner shall then only pay the Contractor 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 Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, 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; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A23262009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A23262009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 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 7.2.1. 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 7, 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.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A23262009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A23262009, except that the term \varnothing profit \varnothing shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A23262009 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.)

Five % 5%

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

Scott Miller
Greenfield School District
4850 South 60th Street
Greenfield, Wisconsin 53220

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

Steve Stern
The Boelter Companies
4200 N. Port Washington Rd.
Glendale, WI 53212

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A13262009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A23262009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Reference GREENFIELD SCHOOL DISTRICT 2017 BUILDING IMPROVEMENTS Construction Bid Package BG-4, Volumes 1 and 2 dated February 13th, 2017 Prepared by Nexus Solutions

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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Reference SCHOOL DISTRICT OF GREENFIELD - GLENWOOD ELEMENTARY SCHOOL - 2017 BUILDING IMPROVEMENTS plans dated February 13th, 2017 and SCHOOL DISTRICT OF GREENFIELD - GREENFIELD HIGH SCHOOL - 2017 BUILDING IMPROVEMENTS plans dated February 13th, 2017.

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	February 28 th , 2017	28
2	March 8 th , 2017	242
3	March 13 th , 2017	76

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

(Paragraphs deleted)

4. Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232-2009 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.)

Bid Form from The Boelter Companies dates March 10th, 2017.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth below:

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance.	\$1,000,000 One Occurrence \$2,000,000 Each Aggregate
Commercial Automobile Liability Insurance	\$1,000,000 Combined Single Limit
Contractor's Pollution Liability	\$1,000,000 occurrence/aggregate
Umbrella and Excess Liability coverage	\$2,000,000 in the aggregate

Any Subcontractors the Contractor engages to perform Work on the Project shall at least have the minimum insurance coverage stated above. Both Contractor and its Subcontractors shall name Owner as an additional insured on the commercial general liability, automobile and contractor's pollution policies and on the umbrella coverage. Contractor and its Subcontractors shall provide certificates of insurance, endorsements of adding the additional insureds and, if requested copies of their policies when such copies become available from their insurance carriers. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009.)*

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)



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