



AGENDA

BOARD OF DIRECTORS SPECIAL MEETING

Wednesday, May 8, 2024 – 2pm

West Center Auditorium / Zoom

*Code of Conduct

Directors: Marge Garneau (President), Bart Hillyer (Vice President), Jim Carden (Secretary), Carol Crothers (Treasurer), Candy English (Assistant Secretary), Nellie Johnson (Assistant Treasurer), Nancy Austin, Kathi Bachelor, Barbara Blake, Beth Dingman, Bev Lawless, Joe Magliola, Scott Somers (non-voting)

AGENDA TOPIC

- 1. Call to Order / Roll Call – Establish Quorum**
- 2. Amend/Adopt Agenda**
- 3. Action Items**
 - A. Del Sol Clubhouse: Amend Contract with Building Excellence
- 4. Member Comments** - Regarding Consent Agenda and/or Non-Agenda Items. Speakers are asked to provide their name and GVR member number. Please limit comments to two (2) minutes.
- 5. Adjournment**



Green Valley Recreation, Inc.
Board of Directors Special Meeting

Amend Contract with Building Excellence

Prepared By: Scott Somers, CEO

Meeting Date: May 8, 2024

Presented By: Scott Somers, CEO

Consent Agenda: No

Originating Committee / Department:

Administration

Action Requested:

Amend the contract with Building Excellence for work being completed on the Del Sol Clubhouse by increasing the total contract amount from \$1,083,943 to \$1,259,350.70 and authorize the President to sign the amended contract.

Strategic Plan Goal:

Goal 1: Provide excellent facilities for members to participate in a variety of active and social opportunities.

Background Justification:

The Board awarded a construction contract for tenant improvements of the Del Sol Clubhouse to Building Excellence on November 15, 2023 in the amount of \$1,083,943. Total amount budgeted (FY 22 & 23) from the Initiatives Fund for this project is \$1,842,915. Funds expended prior to award of the contract total \$412,961. The total project cost was therefore \$346,011 under budget, prior to any change orders.

As with any large construction project, change orders are expected. Total change order costs are increasing the contract amount by \$175,407.70; however, the bulk of this cost (\$154,109.63 for parking lot improvements) can be funded through the Maintenance, Repair, and Replacement Fund (MRR), if approved by the Board; therefore, \$21,298.07 are needed from the Initiatives Fund and also require Board approval.

Most of these changes have been made, with the expectation that total costs would not exceed the contract amount and therefore a contract amendment would not be needed. However, primarily due to the unexpected County requirement to expand a turning radius, which required newly added curb to be removed and replaced, and the unexpected need to repave the parking lot since it is in such poor condition, the additional cost to the Initiatives Fund is \$21,298.07, well within budget, and \$154,109.63 to the Maintenance, Repair, and Replacement Fund (MRR) for the parking lot improvements. Since the Del Sol Clubhouse is a recently acquired property, it has not been added to the list of Reserve projects and therefore requires Board approval for this expenditure. The paving company is mobilizing Friday, May 3, and begins work immediately. I am therefore asking the Board to retroactively approve these additional costs and contract amendment.

The change orders are as follows:

Changes to civil drawings	27,556.90
Credit for shot crete for bathrooms	-5,450.00
Credit for poker room	-25,516.00
Additional tile	1,716.78
Removal and replacement of curb (Unexpected County requirement to increase turning radius)	28,152.31
Water bottle filler	1,423.07
Credit for flooring and bathroom	-3,245.00
Site wall	14,460.01
Credit for pool table lighting	17,800.00
Additional Asphalt paving	<u>154,109.63 MRR</u>
Total Changes	\$175,407.70
Total Initiative Changes	\$21,298.07

Fiscal Impact:

An additional \$21,298.07 from the Initiatives Fund but within budgeted amounts.
\$154,109.63 would be from the MRR Fund.

Board Options:

- 1) Amend the contract with Building Excellence for work being completed on the Del Sol Clubhouse by increasing the total contract amount from \$1,083,943 to \$1,259,350.70, a total increase of \$175,407.70, \$21,298.07 of which will be expended from the Initiatives Fund and \$154,109.63 of which will be expended from the MRR Fund, and authorize the President to sign the amended contract.
- 2) Since the work has been completed or in progress, there are very few options other than moving forward with the staff recommendation. Staff will take direction.

Staff Recommendation:

Option 1

Recommended Motion:

I move to amend the contract with Building Excellence for work being completed on the Del Sol Clubhouse by increasing the total contract amount from \$1,083,943 to 1,259,350.70, a total increase of \$175,407.70, \$21,298.07 of which will be expended from the Initiatives Fund and \$154,109.63 of which will be expended from the MRR Fund, and authorize the President to sign the amended contract.

Attachments:

1. Amendment to the Agreement with Building Excellence
2. Agreement with Building Excellence


AIA® Document G701® – 2017
Change Order

PROJECT: *(Name and address)*
Del Sol Clubhouse
3355 S Camino Del Sol
Green Valley, AZ 85641

CONTRACT INFORMATION:
Contract For: General Construction
Date: 11/15/2024

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 5/2/2024

OWNER: *(Name and address)*
Green Valley Recreation
3355 S Camino Del Sol
Green Valley, AZ 85614

ARCHITECT: *(Name and address)*
Seaver/Franks Architects, Inc. A.I.A.
2552 N. Alvernon Way
Tucson, AZ 85712

CONTRACTOR: *(Name and address)*
Building Excellence, LLC
1860 West Price Street
Tucson, AZ 85705

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Per Exhibit A of this agreement.

The original Contract Sum was	\$ 1,083,943.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,083,943.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 175,407.70
The new Contract Sum including this Change Order will be	\$ 1,259,350.70

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Seaver/Franks Architects, Inc. A.I.A.

ARCHITECT *(Firm name)*

SIGNATURE

Richard Huch, Project Architect

PRINTED NAME AND TITLE

DATE

Building Excellence, LLC

CONTRACTOR *(Firm name)*

SIGNATURE

James Olding, Owner

PRINTED NAME AND TITLE

DATE

Green Valley Recreation

OWNER *(Firm name)*

SIGNATURE

Margorie Gameau, President

PRINTED NAME AND TITLE

DATE



Everyday... SINCE 2007 *It's what we do!*

**EXHIBIT "A"
GREEN VALLEY RECREATION
DEL SOL CLUBHOUSE
(Page 1 of 1 pages)**

Job	Record#	Trans#	Date	Description	Open/Review Requested Change	Approved Contract
23072 - Green Valley Recreation Clubhouse						1,083,943.00
Change Orders:						
	82	1	01/11/2024	Changes to civil drawings		27,556.90
	83	2	01/11/2024	Credit back for shot crete at bathrooms		-5,450.00
	85	3	02/13/2024	Credit back for Poker Room		-25,516.00
	88	4	03/04/2024	Additional tile in vestibule 103		1,716.78
	91	6	03/13/2024	Removal and replacement of curbing		28,152.31
	92	5	03/13/2024	Water filler on drinking fountain		1,423.07
	94	7	03/28/2024	Credit for flooring & bathroom acc.		-3,245.00
	98	8	04/03/2024	Additional Asphalt paving		154,109.63
	99	9	04/03/2024	Handicap access	Void	
	104	10	04/17/2024	New Site Wall		14,460.01
	106	11	05/02/2024	Credit back pool table lighting		-17,800.00
					Total Changes:	175,407.70
					New Contract Total:	1,259,350.70



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 fifteenth day of November in the year 2023
(In words, indicate day, month and year.)

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

Green Valley Recreation, Inc.
1070 S Calle de la Casitas
Green Valley, AZ 85614
Telephone Number: 520-623-3440
Fax Number:

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

Building Excellence, LLC, Limited Liability Company
1860 West Price Street
Tucson, AZ 85705
Telephone Number: 520-219-6993
Fax Number: 520-219-8452

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

Green Valley Recreation ITB No. 2022-02-CHCH-01
Del Sol Clubhouse Improvements
3355 S Camino del Sol
Green Valley, AZ 85614
renovations and improvements to existing 2 story clubhouse building and its site

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

Seaver/Franks Architects, Inc. A.I.A., General Corporation
2552 N. Alvernon Way
Tucson, AZ 85712
Telephone Number: 520-795-4000

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

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- 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.)

Receipt of Pima County, Arizona building permit and permitted plans, full execution of the contract documents, and receipt of a notice to proceed by Owner.

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

Init.

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

Not later than one hundred fifty (150) calendar days defined as five (5) months from the date of commencement of the Work.

By the following date:

§ 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
-----------------	-----------------------------

§ 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 one million eighty-three thousand nine hundred forty-three dollars (\$ 1,083,943.00), subject to additions and deductions as provided in the Contract Documents. Review of final Pima County approved permitted plans for any changes to the bid documents to determine final contract amount.

§ 4.2 Alternates

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

Item	Price
None	

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
none		

§ 4.3 Allowances, if any, included in the Contract Sum: Owner contingency is considered an allowance to the Contract and its amount is stated below.
(Identify each allowance.)

Item	Price
Testing and special inspection fees	\$5,000.00

§ 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)
none		

§ 4.5 Liquidated damages, if any:

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

\$300 per calendar day past substantial completion date of this agreement.

§ 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 twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 16th day of the following 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 twenty-one (21) calendar days after the Architect receives the Application for Payment. Payment terms are per Arizona Revised Statutes. *(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.

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§ 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.)

ten percent (10%).

§ 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.)

Bond, sales tax, special materials deposits if applicable.

§ 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.)

After the Work of this agreement is seventy-five percent (75%) completed, a reduction in retention is agreed to by Owner from ten percent (10%) to five percent (5%).

§ 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.)

%

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.)

All costs for labor (including burden and indirect costs), equipment, materials in place, demobilization expenses as of termination for convenience date plus all bond costs, insurance costs, sales tax, general conditions and overhead on those costs.

§ 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)

Michaela Osborn, Project Manager
c/o Green Valley Recreation
Facilities Management Department
1070 S Calle de la Casitas
Green Valley, AZ 85614

Init.

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

James Olding
1860 W Price St
Tucson, AZ 85705

Mobile Number: 520-360-2100
Email Address: jamie@buildingexcellence-llc.com

§ 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:

1. **Lien.** If any notice of lien, stop notice or bonded stop notice is presented to the Owner or recorded, despite payment by the Owner in accordance with the terms of this Agreement, the Owner may withhold from Contractor all sums the Owner considers necessary to protect the Owner from loss or expenses arising from such lien or notice.

Provide however, if the Owner becomes aware that any lien, stop notice or bonded stop notice has been presented or recorded, the Owner must notify the Contractor at least ten days in advance before any sums are withheld from Contractor. Further, Contractor will furnish within ten (10) days after demand, at Contractor's sole cost, all statutory and other bonds necessary to release and discharge the Project of any of the Owner's property from liens and to result in the release of funds held in response to any notice or bonded stop notice despite payment by Owner in accordance with the terms of this Agreement.

2. **Time.** If during the performance of Work the delivery of materials, equipment or products are delayed through no fault of Contractor due to factors including supply chain shortages, unavailability of transportation, labor shortages or other similar factors, the Project Schedule shall be adjusted for such delays and Contractor shall not be liable for such delays.

3. **Attorney Fees.** In the event any claim resulted in arbitration, the arbitrator shall award the prevailing party its attorney fees and costs.

If the bid is accepted, the AIA Document A101-2017 and its General Conditions (AIA201-2017) will form the final and complete contract between the parties.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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- .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.)

9.1.4 not applicable

.5 Drawings

Number	Title	Date
Plans of the bid documents are non-Pima County, AZ permitted plans by Seaver/Franks Architects, Inc., A.I.A., issue date of 09-14-2023, Project No. 3709.6 - a total of forty-four (44) plan sheets		

.6 Specifications

Section	Title	Date	Pages
all specifications, if defined, are on the bid plans by Seaver/Franks Architects, Inc. A.I.A.			

.7 Addenda, if any:

Number	Date	Pages
Addendum 1 - on Del Sol Clubhouse letterhead - ITB Addendum 01 by Green Valley Recreation - no date on the Addendum - total of five (5) sheets		
Addendum 2 - dated 10/26/23 by Seaver/Franks Architects, Inc., AIA, total of seven (7) sheets.		

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.)

not applicable

- The Sustainability Plan:

Title	Date	Pages
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- Supplementary and other Conditions of the Contract:

Init.

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User Notes:

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.)

Building Excellence's proposal documents of November 1, 2023

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of the 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
Worker's Compensation	1 million
General Liability	1 million/2 million
Umbrella/Excess Liability	2 million
Automobile	1 million

Contractor shall name Green Valley Recreation Inc. as additional insured on all policies with the exception of Worker's Compensation. Under no circumstances shall Contractor be liable to indemnify, or defend any party not required to be named herein as an additional insured.

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

GREEN VALLEY RECREATION, INC.

OWNER (Signature)

Maryanne A. Jorreau

(Printed name and title)

BUILDING EXCELLENCE, LLC

CONTRACTOR (Signature)

James Olding Owner

(Printed name and title)

Init.

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Additions and Deletions Report for AIA® Document A101® – 2017

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PAGE 1

AGREEMENT made as of the fifteenth day of November in the year 2023

...

Green Valley Recreation, Inc.
1070 S Calle de la Casitas
Green Valley, AZ 85614
Telephone Number: 520-623-3440
Fax Number: `

...

Building Excellence, LLC, Limited Liability Company
1860 West Price Street
Tucson, AZ 85705
Telephone Number: 520-219-6993
Fax Number: 520-219-8452

...

Green Valley Recreation ITB No. 2022-02-CHCH-01
Del Sol Clubhouse Improvements
3355 S Camino del Sol
Green Valley, AZ 85614
renovations and improvements to existing 2 story clubhouse building and its site

...

Seaver/Franks Architects, Inc. A.I.A., General Corporation
2552 N. Alvernon Way
Tucson, AZ 85712
Telephone Number: 520-795-4000

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Established as follows:

...

Receipt of Pima County, Arizona building permit and permitted plans, full execution of the contract documents, and

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receipt of a notice to proceed by Owner.

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[X] Not later than one hundred fifty (150) calendar days defined as five (5) months from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million eighty-three thousand nine hundred forty-three dollars (\$ 1,083,943.00), subject to additions and deductions as provided in the Contract Documents. Review of final Pima County approved permitted plans for any changes to the bid documents to determine final contract amount.

...

<u>Item</u>	<u>Price</u>
<u>None</u>	

...

§ 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.

...

none

...

§ 4.3 Allowances, if any, included in the Contract Sum: Owner contingency is considered an allowance to the Contract and its amount is stated below.

...

<u>Item</u>	<u>Price</u>
<u>Testing and special inspection fees</u>	<u>\$5,000.00</u>

...

none

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\$300 per calendar day past substantial completion date of this agreement.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 16th day of the following 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 twenty-one (21) calendar days after the Architect receives the Application for Payment. Payment terms are per Arizona Revised Statutes.

PAGE 5

ten percent (10%).

...

Bond, sales tax, special materials deposits if applicable.

...

After the Work of this agreement is seventy-five percent (75%) completed, a reduction in retention is agreed to by Owner from ten percent (10%) to five percent (5%).

PAGE 6

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

All costs for labor (including burden and indirect costs), equipment, materials in place, demobilization expenses as of termination for convenience date plus all bond costs, insurance costs, sales tax, general conditions and overhead on those costs.

...

Michaela Osborn, Project Manager
c/o Green Valley Recreation
Facilities Management Department
1070 S Calle de la Casitas
Green Valley, AZ 85614

PAGE 7

James Olding
1860 W Price St
Tucson, AZ 85705

Mobile Number: 520-360-2100
Email Address: jamie@buildingexcellence-llc.com

...

1. Lien. If any notice of lien, stop notice or bonded stop notice is presented to the Owner or recorded, despite payment by the Owner in accordance with the terms of this Agreement, the Owner may withhold from Contractor all sums the Owner considers necessary to protect the Owsner from loss or expenses arising from such lien or notice. Provide however, if the Owner becomes aware that any lien, stsop notice or bonded stop notice has been presented or recorded, the Owner must notify the Contractor at least ten days in advance before any sums are withheld from Contractor. Further, Contractor will furnish within ten (10) days after demand, at Contractor's sole cost, all statutory and other bonds necessary to release and discharge the Project of any of the Owner's property from liends and to result in the release of funds held in response to any notice or bonded stop notice despite payment byOwner in accordance with the terms of this Agreement.

2. Time. If during the performance of Work the delivery of materials, equipment or products are delayed through no fault of Contractor due to factors including supply chain shortages, unavailability of transportation, labor shortages or other similar factors, the Project Schedule shall be adjusted for such delays and Contractor shall not be liable for such delays.

3. Attorney Fees. In the event any claim resulted in arbitration, the arbitrator shall award the prevailing party its attorney fees and costs.

If the bid is accepted, the AIA Document A101-2017 and its General Conditions (AIA201-2017) will form the final and complete contract between the parties.

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9.1.4 not applicable

...

Plans of the bid documents are non-Pima County, AZ permitted plans by Seaver/Franks Architects, Inc., A.I.A., issue date of 09-14-2023, Project No. 3709.6 - a total of forty-four (44) plan sheets

...

all specifications, if defined, are on the bid plans by Seaver/Franks Architects, Inc. A.I.A.

...

Addendum 1 - on Del Sol Clubhouse letterhead - ITB Addendum 01 by Green Valley Recreation - no date on the Addendum - total of five (5) sheets

Addendum 2 - dated 10/26/23 by Seaver/Franks Architects, Inc., AIA, total of seven (7) sheets.

...

not applicable

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...

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Automobile _____ 1 million

...

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...

GREEN VALLEY RECREATION, INC. _____

BUILDING EXCELLENCE, LLC _____

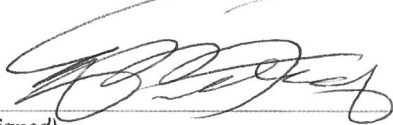
...

James OldingOwner _____

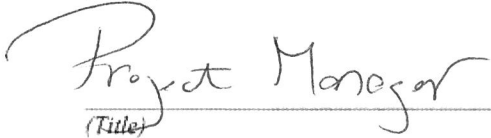
Certification of Document's Authenticity

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I, Evie Metcalf, 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 16:19:26 ET on 11/27/2023 under Order No. 4104241548 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™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)

12-20-23

(Dated)

