

Robert W. Wilson County Administrator

Telephone: 701-241-5770 wilsonro@casscountynd.gov

MEMO

TO: County Commission

FROM: Robert W. Wilson

Date: June 13, 2024

Subject: RRRDC General Contractor, Mechanical & Electrical Contracts

On May 8, 2024 bids were opened for General Contractor, Electrical Contractor and Mechanical Contractor services for construction of the Red River Regional Dispatch Center (RRRDC). There is a 45-day bid expiration window, and contracts need to be signed by June 21st.

After prior review by the County Commission and the RRRDC Authority Board, the Board is scheduled to consider approving the following construction contracts on June 17th:

Base Bids:

General Contractor: Ledgestone Inc. \$5,492,000
 Mechanical Contractor: Robert Gibb & Sons \$2,214,385
 Electrical Contractor: Grotberg Electric, Inc. \$2,398,000

Bid Alternates:

• Upgrade Video Wall – Recommend approve for \$68,000 added to Grotberg contract amount.

Solicited Proposal:

Special Inspections & Testing – Approve American Engineering Testing (AET) for \$20,496.00

The total project cost is \$15,711,259.37.

Both Clay County, MN (\$1.5M) and Moorhead, MN (\$1.0M) have indicated they are processing payments for their portion of the construction cost as required by the RRRDC Joint Powers Agreement (JPA).

The JPA also describes Suitable Arrangements that must be made with the Cities of Fargo and West Fargo for the cities to contribute the funds needed to cover the Total Cost of Construction in excess of \$12.5 million. That amount is \$3,211,259.37. Both organizations have committed that they will follow through on this commitment.

<u>SUGGESTED MOTION:</u> Approve the following agreements: General Contractor - Ledgestone Inc., \$5,492,000; Mechanical Contractor - Robert Gibb & Sons, \$2,214,385 and Electrical Contractor - Grotberg Electric, Inc., \$2,466,000, & American Engineering Testing (AET) for \$20,496.00.



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

COMPANY REQUESTING CONTRACT: Gibb &	Stone, Inc., Grotberg Electric, Robert Sons, Inc. ctrical, and Mechanical agreements for RRRD
XNEW CONTRACT ORCONTRA	ACT RENEWAL
REQUIRED BY STATE'S ATTORNEY OFFICE:	
STATE'S ATTORNEY SIGNATURE: STATE'S ATTORNEY COMMENTS:	DATE



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

AGREEMENT made as of the 17 day of June in the year 2024 (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Cass County 211 9th Street Fargo, ND 5810

and the Contractor:

(Name, legal status, address and other information)

Ledgestone, Inc. 22930 County Hwy 6 Detroit Lakes, MN 56501

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

Fargo, ND - New Red River Regional Dispatch Center

The Architect:

(Name, legal status, address and other information)

Short Elliott Hendrickson Inc. (SEH®) 3535 Vadnais Center Drive St. Paul, MN 55110 651.490.2000

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.

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.)

]	X]	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	e 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.)

Init.

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[]	Not later than	() calendar days from the date of commencement of the Work.
[X]	By the following	1g (late: October 3, 2025

§ 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 Five Million Four Hundred Ninety Two Thousand Dollars. (\$5,492,000.00), subject to additions and deductions as provided in the Contract Documents.

(Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted)

§ 4.5 Liquidated damages, if any:

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

§ 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 10 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th 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 forty-five (45) 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 A201TM_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;
 - 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
 - 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.)

Chad Bormann **SEH** 3535 Vadnais Center Drive St. Paul, MN 55110

§ 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.

Init.

User Notes:

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(1396269875)

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)

Amanda Glasoe, Executive Director Red River Regional Dispatch Center 30 NP Ave Suite 206 Fargo, ND 58102

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Josh Lessman Ledgestone, Inc. 22930 County Hwy 6 Detroit Lakes, MN 56501

§ 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 A101TM_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 A101TM—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.)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101TM_2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM_2017, General Conditions of the Contract for Construction
- .4 AIA Document E203TM–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
G000	COVER SHEET	April 18, 2024
C-000	CIVIL TITLE SHEET	April 18, 2024
C-001	CIVIL DETAILS	April 18, 2024
C-002	CIVIL DETAILS	April 18, 2024
C-003	CIVIL DETAILS	April 18, 2024
C-004	CIVIL DETAILS	April 18, 2024
C-100	SITE LAYOUT	April 18, 2024
C-200	SURFACING PLAN	April 18, 2024
C-300	GRADING PLAN NORTH	April 18, 2024
C-301	GRADING PLAN SOUTH	April 18, 2024
C-400	UTILITY PLAN	April 18, 2024
C-500	EROSION CONTROL PLAN	April 18, 2024
C-501	SWPPP	April 18, 2024
C-502	SWPPP	April 18, 2024
G-001	GENERAL INFORMATION AND ABBREVIATIONS	April 18, 2024
G-002	ADA DETAILS	April 18, 2024
G-003	ADA DETAILS	April 18, 2024
G-101	CODE SUMMARY	April 18, 2024
G-102	CODE PLAN	April 18, 2024
G-201	WALL TYPE DETAILS/UL DETAILS	April 18, 2024
A-021	CEP GENERATOR ENCLS. PLANS/ROOF	April 18, 2024
	PLAN/RCP/DETAILS	
A-022	CEP/GENERATOR ENCLOSURE	April 18, 2024
	ELEVATIONS/SECTIONS	
A-023	C.U.P. LOUVER GATE ELEVATION/SECTION/DETAILS	April 18, 2024
A-024	C.U.P. DETAILS	April 18, 2024
A-101	FLOOR PLAN	April 18, 2024
A-111	REFLECTED CEILING PLAN	April 18, 2024
A-112	CEILING DETAILS	April 18, 2024
A-121	ROOF PLAN & ROOF DETAILS	April 18, 2024
A-131	TYPICAL RESTROOM DETAILS, ELEVATIONS, &	April 18, 2024
	TOILET ACCESSORIES	
A-132	ENLARGED RESTROOM PLANS & INTERIOR	April 18, 2024
	ELEVATIONS	
A-134	ENLARGED FLOOR PLAN - DISPATCH FLOOR	April 18, 2024
A-135	INTERIOR ELEVATIONS	April 18, 2024
A-136	INTERIOR ELEVATIONS	April 18, 2024
A-137	INTERIOR ELEVATIONS	April 18, 2024

Number	Title	Date
A-201	EXTERIOR ELEVATIONS	April 18, 2024
A-202	EXTERIOR ELEVATIONS	April 18, 2024
A-301	EAST/WEST BUILDING SECTIONS	April 18, 2024
A-302	NORTH/SOUTH BUILDING SECTIONS	April 18, 2024
A-303	BUILDING SECTIONS	April 18, 2024
A-311	WALL SECTIONS	April 18, 2024
A-312	WALL SECTIONS	April 18, 2024
A-313	WALL SECTIONS	April 18, 2024
A-314	WALL SECTIONS	April 18, 2024
A-501	DETAILS	April 18, 2024
A-502	DETAILS	April 18, 2024
A-503	DETAILS	April 18, 2024
A-504	DETAILS	April 18, 2024
A-505	DETAILS	April 18, 2024
A-601	DOOR SCHEDULE, FRAME & DOOR TYPES	April 18, 2024
A-602	WINDOW SCHEDULE & WINDOW TYPES	April 18, 2024
ID-001	INTERIOR GENERAL NOTES	April 18, 2024
ID-102	INTERIOR FINISH LEGEND - PT 1	April 18, 2024
ID-103	INTERIOR FINISH LEGEND - PT 2	April 18, 2024
ID-201	FINISH PLAN	April 18, 2024
ID-301	MILLWORK & INTERIOR DETAILS	April 18, 2024
ID-501	INTERIOR SIGNAGE LEGEND	April 18, 2024
ID-502	INTERIOR SIGNAGE INSTALLATION PLAN	April 18, 2024
ID-503	INTERIOR SIGNAGE SCHEDULE	April 18, 2024
S001	GENERAL STRUCTURAL NOTES	April 18, 2024
S002	STRUCTURAL ABBREVIATIONS AND SYMBOLS	April 18, 2024
S101	MAIN FLOOR FRAMING PLAN	April 18, 2024
S102	ROOF FRAMING PLAN	April 18, 2024
S501	DETAILS	April 18, 2024
S502	DETAILS	April 18, 2024
M001	MECHANICAL GENERAL NOTES	April 18, 2024
M002	MECHANICAL SYMBOLS AND ABBREVIATIONS	April 18, 2024
M211	LEVEL 1 PLUMBING PLAN	April 18, 2024
M211U	LEVEL 1 UNDERFLOOR PLUMBING PLAN	April 18, 2024
M311	LEVEL 1 HYDRONIC PLAN	April 18, 2024
M411	LEVEL 1 HVAC PLAN	April 18, 2024
M412	ENLARGED PLANS	April 18, 2024
M501	ROOF & MECHANICAL PLAN	April 18, 2024
M600	WASTE & VENT RISER DIAGRAMS	April 18, 2024
M610	DOMESTIC RISER DIAGRAM	April 18, 2024
M700	MECHANICAL DETAILS	April 18, 2024
M701	MECHANICAL DETAILS	April 18, 2024
M702	MECHANICAL DETAILS	April 18, 2024
M800	MECHANICAL SCHEDULES	April 18, 2024
M801	MECHANICAL SCHEDULES	April 18, 2024
M900	MECHANICAL CONTROL DIAGRAMS	April 18, 2024
M901	MECHANICAL CONTROL DIAGRAMS	April 18, 2024
M902	MECHANICAL CONTROL DIAGRAMS	April 18, 2024
M903	MECHANICAL CONTROL DIAGRAMS	April 18, 2024
M904	MECHANICAL CONTROL DIAGRAMS	April 18, 2024
F001	FIRE PROTECTION COVER PAGE	April 18, 2024
F111	LEVEL 1 FIRE PROTECTION PLAN	April 18, 2024
F211	LEVEL 1 CLEAN AGENT FIRE PROTECTION PLAN	April 18, 2024
F700	FIRE PROTECTION DETAILS	April 18, 2024

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Number	Title	Date
E000	ELECTRICLA SYMBOLS AND ABBREVIATIONS	April 18, 2024
E100	ELECTRICAL SITE PLAN	April 18, 2024
E310	LEVEL 1 POWER PLAN	April 18, 2024
E360	ROOF POWER PLAN	April 18, 2024
E410	LEVEL 1 TECHNOLOGY PLAN	April 18, 2024
E601	ELECTRICAL SINGLE LINE DIAGRAM	April 18, 2024
E701	ELECTRICAL DETAILS	April 18, 2024
E801	LUMINAIRE SCHEDULES	April 18, 2024
E802	MOTOR & EQUIPMENT SCHEDULES	April 18, 2024
E803	ELECTRICAL PANEL SCHEDULES	April 18, 2024
E804	ELECTRICAL PANEL SCHEDULES	April 18, 2024
T001	TECHNOLOGY SYMBOLS, LEGEND, NOTES AND	April 18, 2024
	INDEX	
T101	VOICE/DATA FLOOR PLAN	April 18, 2024
T102	PATHWAYS FLOOR PLA - ABOVE GRADE	April 18, 2024
T103	PATHWAYS FLOOR PLA - BELOW GRADE	April 18, 2024
T201	AUDIO/VISUAL & SECURITY FLOOR PLAN	April 18, 2024
T401	ENLARGED PLANS	April 18, 2024
T421	AUDIO/VISUAL ENLARGED PLAN - DISPATCH	April 18, 2024
T611	VOICE-DATA RISER DIAGRAM	April 18, 2024
T621	A/V RISER DIAGRAMS - DISPATCH	April 18, 2024
T622	A/V RISER DIAGRAMS - TRAINING 106	April 18, 2024
T623	A/V RISER DIAGRAMS - MISC.	April 18, 2024
T631	SECURITY RISER DIAGRAMS	April 18, 2024

.6 Specifications

Section	Title	Date	Pages
Project Manager	Red River Regional	April 17, 2024	1562
	Dispatch Center		
	(RRRDC)		

.7 Addenda, if any:

Number	Date	Pages
00 00 11	April 23, 2024	3 plus attachments
00 00 12	April 30, 2024	3 plus attachments
00 00 13	May 3, 2024	2 plus attachments

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. (Table deleted)(Paragraphs deleted)

(Paragraphs deleted)

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201TM_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)	CONTRACTOR (Signature)	
(Printed name and title)	(Printed name and title)	



Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:48:27 ET on 06/12/2024.

PAGE 1
AGREEMENT made as of the <u>17</u> day of <u>June</u> in the year <u>2024</u>
Cass County
211 9th Street Fargo, ND 5810
Ledgestone, Inc.
22930 County Hwy 6 Detroit Lakes, MN 56501
Fargo, ND - New Red River Regional Dispatch Center
Turgo, 110 1104 1100 111 110 110 110 110 110 1
Short Elliott Hendrickson Inc. (SEH®)
3535 Vadnais Center Drive
St. Paul, MN 55110 651.490.2000
PAGE 2
[X] The date of this Agreement. PAGE 3
[X] By the following date: October 3, 2025

§ 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 Five Million Four Hundred Ninety Two Thousand Dollars. (\$ 5,492,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

User Notes:

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

Price Item

§ 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

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

> **Item Price**

§ 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.)

Units and Limitations Price per Unit (\$0.00)

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th_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 forty-five (45) days after the Architect receives the Application for Payment.

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Chad Bormann SEH 3535 Vadnais Center Drive St. Paul, MN 55110

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Amanda Glasoe, Executive Director Red River Regional Dispatch Center 30 NP Ave Suite 206 Fargo, ND 58102

Josh Lessman Ledgestone, Inc. 22930 County Hwy 6 Detroit Lakes, MN 56501

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<u>G000</u>	<u>COVER SHEET</u>	April 18, 2024
<u>C-000</u>	<u>CIVIL TITLE SHEET</u>	April 18, 2024
<u>C-001</u>	<u>CIVIL DETAILS</u>	April 18, 2024
<u>C-002</u>	<u>CIVIL DETAILS</u>	April 18, 2024
<u>C-003</u>	<u>CIVIL DETAILS</u>	April 18, 2024
<u>C-004</u>	<u>CIVIL DETAILS</u>	April 18, 2024
<u>C-100</u>	SITE LAYOUT	April 18, 2024
<u>C-200</u>	SURFACING PLAN	April 18, 2024
<u>C-300</u>	GRADING PLAN NORTH	April 18, 2024
<u>C-301</u>	GRADING PLAN SOUTH	April 18, 2024

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<u>G-001</u>	GENERAL INFORMATION AND ABBREVIATIONS	<u>April 18, 2024</u>
<u>G-002</u>	ADA DETAILS	<u>April 18, 2024</u>
<u>G-003</u>	ADA DETAILS	<u>April 18, 2024</u>
<u>G-101</u>	CODE SUMMARY	<u>April 18, 2024</u>
<u>G-102</u>	CODE PLAN	<u>April 18, 2024</u>
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<u>A-021</u>	CEP GENERATOR ENCLS. PLANS/ROOF PLAN/RCP/DETAILS	April 18, 2024
A-022	CEP/GENERATOR ENCLOSURE	April 18, 2024
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A-023	C.U.P. LOUVER GATE ELEVATION/SECTION/DETAILS	April 18, 2024
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ID-301	MILLWORK & INTERIOR DETAILS	April 18, 2024
ID-501	INTERIOR SIGNAGE LEGEND	April 18, 2024
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S002	STRUCTURAL ABBREVIATIONS AND SYMBOLS	April 18, 2024
S101	MAIN FLOOR FRAMING PLAN	April 18, 2024
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M311	LEVEL 1 HYDRONIC PLAN	April 18, 2024
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M412	ENLARGED PLANS	April 18, 2024 April 18, 2024
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M700	MECHANICAL DETAILS	April 18, 2024 April 18, 2024
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<u>T101</u>	VOICE/DATA FLOOR PLAN	April 18, 2024
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T201	AUDIO/VISUAL & SECURITY FLOOR PLAN	April 18, 2024 April 18, 2024
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April 17, 2024 Project Manager Red River Regional <u>1562</u> Dispatch Center

(RRRDC)

April 23, 2024

3 plus attachments

Date

Pages

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00 00 11

Document

00 00 12 00 00 13	April 30, 2024 May 3, 2024	3 plus attachments 2 plus attachments
Other Exhibits:		

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

[-] AIA Document E204TM 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:

Title

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , 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 14:48:27 ET on 06/12/2024 under Order No. 3104238730 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 TM – 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)
(Dated)



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

AGREEMENT made as of the 17 day of June in the year 2024 (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Cass County 211 9th Street Fargo, ND 5810

and the Contractor:

(Name, legal status, address and other information)

Grotberg Electric PO Box 426 1109 West Main Street Valley City, ND 58072

for the following Project:

(Name, location and detailed description)

Fargo, ND - New Red River Regional Dispatch Center

The Architect:

(Name, legal status, address and other information)

Short Elliott Hendrickson Inc. (SEH®) 3535 Vadnais Center Drive St. Paul, MN 55110 651.490.2000

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.

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.)

[.	X]	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.)

Init.

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[]	Not later than	() calendar days from the date of commencement of the Work.	

[X] By the following date: October 3, 2025

§ 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 Two Million, Three Hundred Ninety Eight Thousand dollars (\$ 2,398,000), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item Price

Alternate No. 2 – Video Wall in Dispatch Sixty eight Thousand dollars (\$68,000) Floor

§ 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

(Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted)

§ 4.5 Liquidated damages, if any:

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

§ 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:

Init.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th 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 forty-five (45) 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 A201TM_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.)

%

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.)

Chad Bormann SEH 3535 Vadnais Center Drive St. Paul, MN 55110

§ 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)

Amanda Glasoe, Executive Director Red River Regional Dispatch Center 30 NP Ave Suite 206 Fargo, ND 58102

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jason Thomas Grotberg Electric 1109 West Main Street Valley City, ND 58072 Jason_Thomas@grotbergelectric.com 701-373-0663

§ 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 A101TM–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 A101TM–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 A101TM_2017, Standard Form of Agreement Between Owner and Contractor
 - .2 AIA Document A101TM–2017, Exhibit A, Insurance and Bonds
 - .3 AIA Document A201TM_2017, General Conditions of the Contract for Construction
 - 4 AIA Document E203TM–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
G000	COVER SHEET	April 18, 2024
C-000	CIVIL TITLE SHEET	April 18, 2024
C-001	CIVIL DETAILS	April 18, 2024
C-002	CIVIL DETAILS	April 18, 2024
C-003	CIVIL DETAILS	April 18, 2024
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A-024	C.U.P. DETAILS	April 18, 2024

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A-301	EAST/WEST BUILDING SECTIONS	April 18, 2024
A-302	NORTH/SOUTH BUILDING SECTIONS	April 18, 2024
A-303	BUILDING SECTIONS	April 18, 2024
A-311	WALL SECTIONS	April 18, 2024
A-312	WALL SECTIONS	April 18, 2024
A-313	WALL SECTIONS	April 18, 2024
A-314	WALL SECTIONS	April 18, 2024
A-501	DETAILS	April 18, 2024
A-502	DETAILS	April 18, 2024
A-503	DETAILS	April 18, 2024
A-504	DETAILS	April 18, 2024
A-505	DETAILS	April 18, 2024
A-601	DOOR SCHEDULE, FRAME & DOOR TYPES	April 18, 2024
A-602	WINDOW SCHEDULE & WINDOW TYPES	April 18, 2024
ID-001	INTERIOR GENERAL NOTES	April 18, 2024
ID-102	INTERIOR FINISH LEGEND - PT 1	April 18, 2024
ID-103	INTERIOR FINISH LEGEND - PT 2	April 18, 2024
ID-201	FINISH PLAN	April 18, 2024
ID-301	MILLWORK & INTERIOR DETAILS	April 18, 2024
ID-501	INTERIOR SIGNAGE LEGEND	April 18, 2024
ID-502	INTERIOR SIGNAGE INSTALLATION PLAN	April 18, 2024
ID-503	INTERIOR SIGNAGE SCHEDULE	April 18, 2024
S001	GENERAL STRUCTURAL NOTES	April 18, 2024
S002	STRUCTURAL ABBREVIATIONS AND SYMBOLS	April 18, 2024
S101	MAIN FLOOR FRAMING PLAN	April 18, 2024
S101	ROOF FRAMING PLAN	April 18, 2024 April 18, 2024
S501	DETAILS	April 18, 2024
S502	DETAILS	April 18, 2024
M001	MECHANICAL GENERAL NOTES	April 18, 2024 April 18, 2024
M002	MECHANICAL GENERAL NOTES MECHANICAL SYMBOLS AND ABBREVIATIONS	April 18, 2024 April 18, 2024
M211	LEVEL 1 PLUMBING PLAN	April 18, 2024 April 18, 2024
M211U	LEVEL 1 LOWISHNG FLAN LEVEL 1 UNDERFLOOR PLUMBING PLAN	April 18, 2024 April 18, 2024
M311	LEVEL 1 HYDRONIC PLAN	April 18, 2024 April 18, 2024
M411	LEVEL I HIDRONIC FLAN LEVEL I HVAC PLAN	April 18, 2024 April 18, 2024
M411	ENLARGED PLANS	April 18, 2024 April 18, 2024
M501	ROOF & MECHANICAL PLAN	April 18, 2024 April 18, 2024
M600	WASTE & VENT RISER DIAGRAMS	
M610		April 18, 2024
M700	DOMESTIC RISER DIAGRAM MECHANICAL DETAILS	April 18, 2024 April 18, 2024
	LIVITA LIAINICAL DELAILA	1 ADIII 10, 2024

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Number	Title	Date
M702	MECHANICAL DETAILS	April 18, 2024
M800	MECHANICAL SCHEDULES	April 18, 2024
M801	MECHANICAL SCHEDULES	April 18, 2024
M900	MECHANICAL CONTROL DIAGRAMS	April 18, 2024
M901	MECHANICAL CONTROL DIAGRAMS	April 18, 2024
M902	MECHANICAL CONTROL DIAGRAMS	April 18, 2024
M903	MECHANICAL CONTROL DIAGRAMS	April 18, 2024
M904	MECHANICAL CONTROL DIAGRAMS	April 18, 2024
F001	FIRE PROTECTION COVER PAGE	April 18, 2024
F111	LEVEL 1 FIRE PROTECTION PLAN	April 18, 2024
F211	LEVEL 1 CLEAN AGENT FIRE PROTECTION PLAN	April 18, 2024
F700	FIRE PROTECTION DETAILS	April 18, 2024
E000	ELECTRICLA SYMBOLS AND ABBREVIATIONS	April 18, 2024
E100	ELECTRICAL SITE PLAN	April 18, 2024
E310	LEVEL 1 POWER PLAN	April 18, 2024
E360	ROOF POWER PLAN	April 18, 2024
E410	LEVEL 1 TECHNOLOGY PLAN	April 18, 2024
E601	ELECTRICAL SINGLE LINE DIAGRAM	April 18, 2024
E701	ELECTRICAL DETAILS	April 18, 2024
E801	LUMINAIRE SCHEDULES	April 18, 2024
E802	MOTOR & EQUIPMENT SCHEDULES	April 18, 2024
E803	ELECTRICAL PANEL SCHEDULES	April 18, 2024
E804	ELECTRICAL PANEL SCHEDULES	April 18, 2024
T001	TECHNOLOGY SYMBOLS, LEGEND, NOTES AND	April 18, 2024
	INDEX	
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T102	PATHWAYS FLOOR PLA - ABOVE GRADE	April 18, 2024
T103	PATHWAYS FLOOR PLA - BELOW GRADE	April 18, 2024
T201	AUDIO/VISUAL & SECURITY FLOOR PLAN	April 18, 2024
T401	ENLARGED PLANS	April 18, 2024
T421	AUDIO/VISUAL ENLARGED PLAN - DISPATCH	April 18, 2024
T611	VOICE-DATA RISER DIAGRAM	April 18, 2024
T621	A/V RISER DIAGRAMS - DISPATCH	April 18, 2024
T622	A/V RISER DIAGRAMS - TRAINING 106	April 18, 2024
T623	A/V RISER DIAGRAMS - MISC.	April 18, 2024
T631	SECURITY RISER DIAGRAMS	April 18, 2024

.6 Specifications

Document	Title	Date	Pages
Project Manager	Red River Regional	April 17, 2024	1562
	Dispatch Center		
	(RRRDC)		

.7 Addenda, if any:

Number	Date	Pages
00 00 11	April 23, 2024	3 plus attachments
00 00 12	April 30, 2024	3 plus attachments
00 00 13	May 3, 2024	2 plus attachments

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 required.)	v and include appropriate information iden	ntifying the exhibit	t where
		204 TM _2017, Sustainable Projects Exhibit, fthe E204-2017 incorporated into this Agr		d below:
	[] The Sustainability	Plan:		
	Title	Date	Pages	
			J	
	[] Supplementary an	nd other Conditions of the Contract:		
	Document	Title	Date	Pages
	AIA A201	General Conditions of the	April 17, 2024	38
		Contract for Construction		
		Contract for Construction ng to bidding or proposal requirements are ling or proposal requirements are also enum		
.9	Other documents, if any, li (List here any additional de Document A201 TM –2017 p sample forms, the Contract requirements, and other in proposals, are not part of the sample forms.	ng to bidding or proposal requirements are ling or proposal requirements are also enun	the Contract Doc n to bid, Instruction relating to biddin ipation of receiving d in this Agreemen	ticle 9. cuments. AIA ons to Bidde ag or propos ag bids or nt. Any such
.9	Other documents, if any, li (List here any additional de Document A201 TM –2017 p sample forms, the Contract requirements, and other in proposals, are not part of the sample forms.	ng to bidding or proposal requirements are ling or proposal requirements are also enuments that are intended to form part of rovides that the advertisement or invitation for bid or proposal, portions of Addendate formation furnished by the Owner in anticities the Contract Documents unless enumerated	the Contract Doc n to bid, Instruction relating to biddin ipation of receiving d in this Agreemen	ticle 9. cuments. AIA ons to Bidde ag or propos ag bids or nt. Any such
	Other documents, if any, li (List here any additional de Document A201 TM –2017 p sample forms, the Contract requirements, and other in proposals, are not part of the sample forms.	ng to bidding or proposal requirements are ling or proposal requirements are also enums sted below: ocuments that are intended to form part of rovides that the advertisement or invitation for's bid or proposal, portions of Addenda formation furnished by the Owner in anticiple Contract Documents unless enumerated there only if intended to be part of the Contract.	the Contract Doc n to bid, Instruction relating to biddin ipation of receiving d in this Agreemen	ticle 9. cuments. AIA ons to Bidde ag or propos ag bids or nt. Any such
	Other documents, if any, li (List here any additional de Document A201™–2017 p sample forms, the Contract requirements, and other in proposals, are not part of the documents should be listed.	ng to bidding or proposal requirements are ling or proposal requirements are also enums sted below: ocuments that are intended to form part of rovides that the advertisement or invitation for's bid or proposal, portions of Addenda formation furnished by the Owner in anticiple Contract Documents unless enumerated there only if intended to be part of the Contract.	the Contract Doc n to bid, Instruction relating to biddin ipation of receiving d in this Agreemen	ticle 9. cuments. AIA ons to Bidde ag or propos ag bids or nt. Any such
This Agree	Other documents, if any, li (List here any additional di Document A201™_2017 p sample forms, the Contract requirements, and other in proposals, are not part of t documents should be listed	ing to bidding or proposal requirements are ling or proposal requirements are also enuments that are intended to form part of rovides that the advertisement or invitation for sbid or proposal, portions of Addenda formation furnished by the Owner in anticitive Contract Documents unless enumerated there only if intended to be part of the Contract and year first written above.	the Contract Doc n to bid, Instruction relating to biddin ipation of receiving d in this Agreement ntract Documents.	ticle 9. cuments. AIA ons to Bidde ag or propos ag bids or nt. Any such
This Agrees	Other documents, if any, li (List here any additional di Document A201™_2017 p sample forms, the Contract requirements, and other in proposals, are not part of t documents should be listed	ng to bidding or proposal requirements are ling or proposal requirements are also enuments that are intended to form part of rovides that the advertisement or invitation for so bid or proposal, portions of Addenda formation furnished by the Owner in anticitive Contract Documents unless enumerated there only if intended to be part of the Contract and year first written above. CONTRACTOR (Signature)	the Contract Doc in to bid, Instruction relating to bidding ipation of receiving d in this Agreement intract Documents.	ticle 9. cuments. AIA ons to Bidde ag or propos ag bids or nt. Any such

Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:48:18 ET on 06/12/2024.

PAGE 1

AGREEMENT made as of the 17 day of June in the year 2024

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Cass County 211 9th Street Fargo, ND 5810

...

Grotberg Electric
PO Box 426
1109 West Main Street
Valley City, ND 58072

٠..

Fargo, ND - New Red River Regional Dispatch Center

...

Short Elliott Hendrickson Inc. (SEH®)
3535 Vadnais Center Drive
St. Paul, MN 55110
651.490.2000

PAGE 2

[X] The date of this Agreement.

PAGE 3

[X] By the following date: October 3, 2025

...

§ 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 <u>Two Million, Three Hundred Ninety Eight Thousand dollars</u> (\$ 2,398,000), subject to additions and deductions as provided in the Contract Documents.

•••

User Notes:

<u>Alternate No. 2 – Video Wall in Dispatch</u> <u>Sixty eight Thousand dollars (\$68,000)</u> Floor

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...

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

Item Price

§ 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)

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th 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 forty-five (45) days after the Architect receives the Application for Payment.

PAGE 5

Chad Bormann
SEH
3535 Vadnais Center Drive
St. Paul, MN 55110

PAGE 6

Amanda Glasoe, Executive Director Red River Regional Dispatch Center 30 NP Ave Suite 206 Fargo, ND 58102

. .

Jason Thomas
Grotberg Electric
1109 West Main Street
Valley City, ND 58072
Jason Thomas@grotbergelectric.com
701-373-0663

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User Notes:

<u>G000</u>	COVER SHEET	April 18, 2024
<u>C-000</u>	CIVIL TITLE SHEET	April 18, 2024
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<u>C-003</u>	<u>CIVIL DETAILS</u>	April 18, 2024
<u>C-004</u>	<u>CIVIL DETAILS</u>	April 18, 2024
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<u>C-200</u>	SURFACING PLAN	April 18, 2024
<u>C-300</u>	GRADING PLAN NORTH	April 18, 2024
<u>C-301</u>	GRADING PLAN SOUTH	April 18, 2024
<u>C-400</u>	<u>UTILITY PLAN</u>	April 18, 2024
<u>C-500</u>	EROSION CONTROL PLAN	April 18, 2024

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A-021	PLAN/RCP/DETAILS	April 16, 2024
A-022	CEP/GENERATOR ENCLOSURE	April 18, 2024
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A-023	C.U.P. LOUVER GATE ELEVATION/SECTION/DETAILS	April 18, 2024
A-024	C.U.P. DETAILS	April 18, 2024
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A-112	CEILING DETAILS	April 18, 2024
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A-134	ENLARGED FLOOR PLAN - DISPATCH FLOOR	April 18, 2024
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<u>ID-301</u>	MILLWORK & INTERIOR DETAILS	April 18, 2024
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S501	DETAILS	April 18, 2024

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User Notes:

S502	DETAILS	April 18, 2024
M001	MECHANICAL GENERAL NOTES	April 18, 2024
M002	MECHANICAL SYMBOLS AND ABBREVIATIONS	April 18, 2024
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M211U	LEVEL 1 UNDERFLOOR PLUMBING PLAN	April 18, 2024
M311	LEVEL 1 HYDRONIC PLAN	April 18, 2024
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M701	MECHANICAL DETAILS	April 18, 2024 April 18, 2024
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M800	MECHANICAL SCHEDULES	April 18, 2024 April 18, 2024
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M900	MECHANICAL CONTROL DIAGRAMS	April 18, 2024 April 18, 2024
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M902	MECHANICAL CONTROL DIAGRAMS MECHANICAL CONTROL DIAGRAMS	
M902 M903	MECHANICAL CONTROL DIAGRAMS MECHANICAL CONTROL DIAGRAMS	April 18, 2024 April 18, 2024
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F001	FIRE PROTECTION COVER PAGE	April 18, 2024
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<u>E100</u>	ELECTRICAL SITE PLAN	April 18, 2024
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<u>E410</u>	LEVEL 1 TECHNOLOGY PLAN	April 18, 2024
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E802	MOTOR & EQUIPMENT SCHEDULES	April 18, 2024
E803	ELECTRICAL PANEL SCHEDULES	April 18, 2024
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<u>T103</u>	PATHWAYS FLOOR PLA - BELOW GRADE	April 18, 2024
<u>T201</u>	AUDIO/VISUAL & SECURITY FLOOR PLAN	April 18, 2024
<u>T401</u>	ENLARGED PLANS	April 18, 2024
<u>T421</u>	AUDIO/VISUAL ENLARGED PLAN - DISPATCH	<u>April 18, 2024</u>
<u>T611</u>	VOICE-DATA RISER DIAGRAM	<u>April 18, 2024</u>
<u>T621</u>	A/V RISER DIAGRAMS - DISPATCH	<u>April 18, 2024</u>
<u>T622</u>	A/V RISER DIAGRAMS - TRAINING 106	<u>April 18, 2024</u>
<u>T623</u>	A/V RISER DIAGRAMS - MISC.	<u>April 18, 2024</u>
<u>T631</u>	SECURITY RISER DIAGRAMS	<u>April 18, 2024</u>

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Section DocumentTitleDatePagesProject ManagerRed River Regional
Dispatch Center
(RRRDC)April 17, 20241562

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00 00 11 00 00 12 00 00 13 April 23, 2024 April 30, 2024 May 3, 2024 3 plus attachments 3 plus attachments 2 plus attachments

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<u>AIA A201</u>

General Conditions of the April 17, 2024 38
Contract for Construction

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.

•••

Chad Peterson, Chairman Cass Co. Commission

Stephanie Ness Secretary/Treasurer

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, the simultaneously with its associated Additions and Deletions Report and this cunder Order No. 3104238730 from AIA Contract Documents software and document I made no changes to the original text of AIA® Document A101T Between Owner and Contractor where the basis of payment is a Stipulated deletions shown in the associated Additions and Deletions Report.	retrification at 14:48:18 ET on $06/12/2024$ that in preparing the attached final $^{M}-2017$, Standard Form of Agreement
(Signed)	-
(Title)	-
(Dated)	-



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

AGREEMENT made as of the 17 day of June in the year 2024 (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Cass County 211 9th Street Fargo, ND 5810

and the Contractor:

(Name, legal status, address and other information)

Robert Gibb & Sons, Inc. 2011 Great Northern Drive Fargo, MN58102-3250

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

Fargo, ND - New Red River Regional Dispatch Center

The Architect:

(Name, legal status, address and other information)

Short Elliott Hendrickson Inc. (SEH®) 3535 Vadnais Center Drive St. Paul, MN 55110 651.490.2000

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.

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.)

]	X]	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.)

[]	Not later than	() calendar days from the date of commencement of the Work.	
[X]	By the following	ıg d	late: October 3, 2025	

§ 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 Two Million, Two Hundres Fourteen Thousand Three Hundred Eighty Five dollars (\$ 2,214,385.00), subject to additions and deductions as provided in the Contract Documents.

(Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted)

§ 4.5 Liquidated damages, if any:

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

§ 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 10 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th 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 forty-five (45) days after the Architect receives the Application for Payment.

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

(1799774511)

- § 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 A201TM_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;
 - 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.)

1.5 % one and one-half

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.)

Chad Bormann SEH 3535 Vadnais Center Drive St. Paul, MN 55110

§ 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.

Init.

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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)

Amanda Glasoe, Executive Director Red River Regional Dispatch Center 30 NP Ave Suite 206 Fargo, ND 58102

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Robert Gibb & Sons, Inc. 2011 Great Northern Drive Fargo, MN58102-3250

§ 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 A101TM_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 A101TM—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.)

User Notes:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101TM_2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM_2017, General Conditions of the Contract for Construction
- AIA Document E203TM—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
G000	COVER SHEET	April 18, 2024
C-000	CIVIL TITLE SHEET	April 18, 2024
C-001	CIVIL DETAILS	April 18, 2024
C-002	CIVIL DETAILS	April 18, 2024
C-003	CIVIL DETAILS	April 18, 2024
C-004	CIVIL DETAILS	April 18, 2024
C-100	SITE LAYOUT	April 18, 2024
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C-300	GRADING PLAN NORTH	April 18, 2024
C-301	GRADING PLAN SOUTH	April 18, 2024
C-400	UTILITY PLAN	April 18, 2024
C-500	EROSION CONTROL PLAN	April 18, 2024
C-501	SWPPP	April 18, 2024
C-502	SWPPP	April 18, 2024
G-001	GENERAL INFORMATION AND ABBREVIATIONS	April 18, 2024
G-002	ADA DETAILS	April 18, 2024
G-003	ADA DETAILS	April 18, 2024
G-101	CODE SUMMARY	April 18, 2024
G-102	CODE PLAN	April 18, 2024
G-201	WALL TYPE DETAILS/UL DETAILS	April 18, 2024
A-021	CEP GENERATOR ENCLS. PLANS/ROOF	April 18, 2024
	PLAN/RCP/DETAILS	
A-022	CEP/GENERATOR ENCLOSURE	April 18, 2024
	ELEVATIONS/SECTIONS	
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A-024	C.U.P. DETAILS	April 18, 2024
A-101	FLOOR PLAN	April 18, 2024
A-111	REFLECTED CEILING PLAN	April 18, 2024
A-112	CEILING DETAILS	April 18, 2024
A-121	ROOF PLAN & ROOF DETAILS	April 18, 2024
A-131	TYPICAL RESTROOM DETAILS, ELEVATIONS, &	April 18, 2024
	TOILET ACCESSORIES	
A-132	ENLARGED RESTROOM PLANS & INTERIOR	April 18, 2024
	ELEVATIONS	
A-134	ENLARGED FLOOR PLAN - DISPATCH FLOOR	April 18, 2024
A-135	INTERIOR ELEVATIONS	April 18, 2024
A-136	INTERIOR ELEVATIONS	April 18, 2024
A-137	INTERIOR ELEVATIONS	April 18, 2024
A-201	EXTERIOR ELEVATIONS	April 18, 2024

Number	Title	Date
A-202	EXTERIOR ELEVATIONS	April 18, 2024
A-301	EAST/WEST BUILDING SECTIONS	April 18, 2024
A-302	NORTH/SOUTH BUILDING SECTIONS	April 18, 2024
A-303	BUILDING SECTIONS	April 18, 2024
A-311	WALL SECTIONS	April 18, 2024
A-312	WALL SECTIONS	April 18, 2024
A-313	WALL SECTIONS	April 18, 2024
A-314	WALL SECTIONS	April 18, 2024
A-501	DETAILS	April 18, 2024
A-502	DETAILS	April 18, 2024
A-503	DETAILS	April 18, 2024
A-504	DETAILS	April 18, 2024
A-505	DETAILS	April 18, 2024
A-601	DOOR SCHEDULE, FRAME & DOOR TYPES	April 18, 2024
A-602	WINDOW SCHEDULE & WINDOW TYPES	April 18, 2024
ID-001	INTERIOR GENERAL NOTES	April 18, 2024
ID-102	INTERIOR FINISH LEGEND - PT 1	April 18, 2024
ID-103	INTERIOR FINISH LEGEND - PT 2	April 18, 2024
ID-201	FINISH PLAN	April 18, 2024
ID-301	MILLWORK & INTERIOR DETAILS	April 18, 2024
ID-501	INTERIOR SIGNAGE LEGEND	April 18, 2024
ID-502	INTERIOR SIGNAGE INSTALLATION PLAN	April 18, 2024
ID-503	INTERIOR SIGNAGE SCHEDULE	April 18, 2024
S001	GENERAL STRUCTURAL NOTES	April 18, 2024
S002	STRUCTURAL ABBREVIATIONS AND SYMBOLS	April 18, 2024
S101	MAIN FLOOR FRAMING PLAN	April 18, 2024
S102	ROOF FRAMING PLAN	April 18, 2024
S501	DETAILS	April 18, 2024
S502	DETAILS	April 18, 2024
M001	MECHANICAL GENERAL NOTES	April 18, 2024
M002	MECHANICAL SYMBOLS AND ABBREVIATIONS	April 18, 2024
M211	LEVEL 1 PLUMBING PLAN	April 18, 2024
M211U	LEVEL 1 UNDERFLOOR PLUMBING PLAN	April 18, 2024
M311	LEVEL 1 HYDRONIC PLAN	April 18, 2024
M411	LEVEL 1 HVAC PLAN	April 18, 2024
M412	ENLARGED PLANS	April 18, 2024
M501	ROOF & MECHANICAL PLAN	April 18, 2024
M600	WASTE & VENT RISER DIAGRAMS	April 18, 2024
M610	DOMESTIC RISER DIAGRAM	April 18, 2024
M700	MECHANICAL DETAILS	April 18, 2024
M701	MECHANICAL DETAILS	April 18, 2024
M702	MECHANICAL DETAILS MECHANICAL DETAILS	April 18, 2024
M800	MECHANICAL SCHEDULES	April 18, 2024
M801	MECHANICAL SCHEDULES MECHANICAL SCHEDULES	April 18, 2024
M900	MECHANICAL SCHEDULES MECHANICAL CONTROL DIAGRAMS	April 18, 2024
M901	MECHANICAL CONTROL DIAGRAMS MECHANICAL CONTROL DIAGRAMS	April 18, 2024
M902	MECHANICAL CONTROL DIAGRAMS MECHANICAL CONTROL DIAGRAMS	April 18, 2024
M903	MECHANICAL CONTROL DIAGRAMS MECHANICAL CONTROL DIAGRAMS	April 18, 2024 April 18, 2024
M904	MECHANICAL CONTROL DIAGRAMS MECHANICAL CONTROL DIAGRAMS	April 18, 2024 April 18, 2024
F001	FIRE PROTECTION COVER PAGE	April 18, 2024 April 18, 2024
F111	LEVEL 1 FIRE PROTECTION PLAN	April 18, 2024 April 18, 2024
F211	LEVEL 1 FIRE PROTECTION PLAN LEVEL 1 CLEAN AGENT FIRE PROTECTION PLAN	
F700	FIRE PROTECTION DETAILS	April 18, 2024 April 18, 2024
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Number	Title	Date
E100	ELECTRICAL SITE PLAN	April 18, 2024
E310	LEVEL 1 POWER PLAN	April 18, 2024
E360	ROOF POWER PLAN	April 18, 2024
E410	LEVEL 1 TECHNOLOGY PLAN	April 18, 2024
E601	ELECTRICAL SINGLE LINE DIAGRAM	April 18, 2024
E701	ELECTRICAL DETAILS	April 18, 2024
E801	LUMINAIRE SCHEDULES	April 18, 2024
E802	MOTOR & EQUIPMENT SCHEDULES	April 18, 2024
E803	ELECTRICAL PANEL SCHEDULES	April 18, 2024
E804	ELECTRICAL PANEL SCHEDULES	April 18, 2024
T001	TECHNOLOGY SYMBOLS, LEGEND, NOTES AND	April 18, 2024
	INDEX	
T101	VOICE/DATA FLOOR PLAN	April 18, 2024
T102	PATHWAYS FLOOR PLA - ABOVE GRADE	April 18, 2024
T103	PATHWAYS FLOOR PLA - BELOW GRADE	April 18, 2024
T201	AUDIO/VISUAL & SECURITY FLOOR PLAN	April 18, 2024
T401	ENLARGED PLANS	April 18, 2024
T421	AUDIO/VISUAL ENLARGED PLAN - DISPATCH	April 18, 2024
T611	VOICE-DATA RISER DIAGRAM	April 18, 2024
T621	A/V RISER DIAGRAMS - DISPATCH	April 18, 2024
T622	A/V RISER DIAGRAMS - TRAINING 106	April 18, 2024
T623	A/V RISER DIAGRAMS - MISC.	April 18, 2024
T631	SECURITY RISER DIAGRAMS	April 18, 2024

Specifications

Section	Title	Date	Pages
Project Manager	Red River Regional Dispatch Center	April 17, 2024	1562
	(RRRDC)		

Addenda, if any:

Number	Date	Pages
00 00 11	April 23, 2024	3 plus attachments
00 00 12	April 30, 2024	3 plus attachments
00 00 13	May 3, 2024	2 plus attachments

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.

Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204TM–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**

User Notes:

S	Sup	plementary	and other	Conditions	of the	Contract:
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Document	Title	Date	Pages
AIA A201	General Conditions of the	April 17, 2024	38
	Contract for Construction		

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201TM_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)	CONTRACTOR (Signature)
(Printed name and title)	(Printed name and title)

User Notes:

Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:48:35 ET on 06/12/2024.

PAGE 1

AGREEMENT made as of the 17 day of June in the year 2024

Cass County 211 9th Street Fargo, ND 5810

Robert Gibb & Sons, Inc. 2011 Great Northern Drive Fargo, MN58102-3250

Fargo, ND - New Red River Regional Dispatch Center

Short Elliott Hendrickson Inc. (SEH®) 3535 Vadnais Center Drive St. Paul, MN 55110 651.490.2000

PAGE 2

The date of this Agreement.

PAGE 3

[X] By the following date: October 3, 2025

§ 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, Two Hundres Fourteen Thousand Three Hundred Eighty Five dollars (\$ 2,214,385.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

User Notes:

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

(1799774511)

Item Price

§ 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

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

> **Item Price**

§ 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.)

Units and Limitations Price per Unit (\$0.00)

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th 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 forty-five (45) days after the Architect receives the Application for Payment.

PAGE 5

1.5 % one and one-half

Chad Bormann 3535 Vadnais Center Drive St. Paul, MN 55110

PAGE 6

Amanda Glasoe, Executive Director Red River Regional Dispatch Center 30 NP Ave Suite 206 Fargo, ND 58102

Robert Gibb & Sons, Inc. 2011 Great Northern Drive Fargo, MN58102-3250

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<u>G000</u>	COVER SHEET	April 18, 2024
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C-003	CIVIL DETAILS	April 18, 2024

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<u>C-004</u>	CIVIL DETAILS	April 18, 2024
<u>C-100</u>	SITE LAYOUT	April 18, 2024
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<u>C-301</u>	GRADING PLAN SOUTH	<u>April 18, 2024</u>
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<u>G-003</u>	ADA DETAILS	<u>April 18, 2024</u>
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<u>G-102</u>	CODE PLAN	April 18, 2024
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A-313	WALL SECTIONS	April 18, 2024 April 18, 2024
A-501	DETAILS	April 18, 2024 April 18, 2024
A-502	DETAILS DETAILS	April 18, 2024 April 18, 2024
A-503	DETAILS	April 18, 2024 April 18, 2024
A-504	 	
	DETAILS	April 18, 2024
A-505	DOOD SCHEDING EDAME & DOOD TYPES	April 18, 2024
A-601	DOOR SCHEDULE, FRAME & DOOR TYPES WINDOW SCHEDULE & WINDOW TYPES	April 18, 2024
<u>A-602</u>	WINDOW SCHEDULE & WINDOW TYPES INTERIOR CENERAL NOTES	April 18, 2024
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/		and other Conditions of the Contract:	
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(Signed)	-
(Title)	
(Dated)	