



AIA® Document A132® – 2019

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

AGREEMENT made as of the Ninth day of April in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

Fridley Public Schools
6000 West Moore Lake Drive
Fridley, 55432
763-502-5000

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

Upper Midwest Athletic Construction, Inc
3017 161st Ave NW
Andover, 55304
763-753-1127

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

Fridley 2026 Referendum
Fridley High School
Track and Field Replacement

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

inBYLT, LLC
5436 Douglas Drive North
Minneapolis, MN 55429
763-201-8950

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

inBYLT, LLC
5436 Douglas Drive North
Minneapolis, MN 55429
763-201-8950

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

09-08-2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

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

By the following date: 09-08-2026

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
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§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, 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 of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 4.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Three Million, One Hundred Twenty Five Thousand, Five Hundred Fifty and no/00 (\$ 3,125,550.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price
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§ 4.2.2.2 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
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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and 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 Construction Manager not later than the Twentieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twentieth day of the following month. If an Application for Payment is received by the Construction Manager

after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (30) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 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.

§ 5.1.4.3.2 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 A232-2019;
- .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 A232-2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, 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 when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 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 A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

Architect
5436 Douglas Drive N
Minneapolis MN 55429

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232-2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A232-2019.
- 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 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019.

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232-2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2019 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)

Brenda Lewis
6000 West Moore Lake Drive
Fridley, 55432
(763)502-5001

lewis@isd14.org

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

Eric Hicks
3017 161st Ave NW
Andover, MN 55304
(763)528-0606

eric@umathleticconstruction.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 A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, 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 A132™-2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, 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 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™-2019, Exhibit A, Insurance and Bonds Exhibit

- 3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- 4 Building Information Modeling Exhibit, if completed:

5 Drawings

Number	Title	Date
C001	COVER SHEET	3/23/2026
C101	EXISTING CONDITIONS REMOVALS PLAN	3/23/2026
C102		3/23/2026
C103	IRRIGATION REMOVAL PLAN	3/23/2026
C201	SITE PLAN	3/23/2026
C301	GRADING PLAN	3/23/2026
C401	UTILITY PLAN	3/23/2026
C501	EROSION CONTROL PLAN	3/23/2026
C601	CIVIL DETAILS	3/23/2026
C602	CIVIL DETAILS	3/23/2026
C603	CIVIL DETAILS	3/23/2026 3/23/2026
C604	TRACK & FIELD DETAILS	3/23/2026
C605	LONG JUMP / TRIPLE JUMP DETAILS	3/23/2026
C606		3/23/2026
C607	HIGH JUMP / POLE VAULT DETAILS	3/23/2026
C608	EROSION CONTROL DETAILS	3/23/2026
C609		
E001	EROSION CONTROL DETAILS	
E101	SWPPP NARRATIVE	
E201	ELECTRICAL SYMB & ABBREV	
E701		
E901	ELECTRICAL SITE DEMO PLAN	
	ELECTRICAL SITE PLAN	
	ELECTRIC ONE-LINE & DETAILS	
	ELECTRICAL SCHEDULES	

.6 Specifications

Section	Title	Date	Pages
002113	Instructions to Bidders		5
002114	Responsible contractor cert		6
002600	Procurement substitution		3
002601	procedures		3
003113	Request for substitution		1
004100	form, bidding phase		1
004100	Preliminary schedules		1
004113	Bid Cover Sheet		3
004313	Bid form		8
004393	Performance & payment		1
004800	bond example forms		1
006000	Bid Submittal Checklist		2
006050	Form of non-collusion		4
006313.13	Project forms		2
007200	Insurance requirements		1
007300	Request for interpretation		8
017000	General conditions		8
017800	Supplementary conditions		4
G732	Execution & closeout		1
G703	requirements		1
011000	Closeout submittals		1
012200	Application for payment		4
012300	Continuation sheet		2
012500	Summary		2
012600	Unit prices		3
012900	Alternates		3
013100	Substitution procedures		5
013300	Contract modification		11
014000	procedures		9
	Payment procedures		9
	Project management and		10
	coordination		10
	Submittal procedures		10

014200			8
	Quality requirements		
015000			8
	References		
015639			5
	Temp facilities		
016000			8
	Temporary tree and plant protection		
017300	Product requirements		12
017419			5
	Execution		
017700			6
	Construction waste management and disposal		
017823	Closeout procedures		8
017839			4
	Operation and maintenance data		
116833	Project record documents	3/23/2026	2
310516		3/23/2026	2
	Athletic equipment		
311000	Aggregates for earthwork	3/23/2026	2
	Site clearing		
312200		3/23/2026	8
	Site Clearing		
312333		3/23/2026	4
	Grading		
312500	Trench excavation & backfilling for utilities	3/23/2026	6
			3
320516	Erosion & sediment controls	3/23/2026	
			2
321123	Aggregates for exterior improvements	3/23/2026	
			3
321216	Aggregate base course	3/23/2026	
			4
321313	Asphalt paving	3/23/2026	
			4
323113	Concrete paving	3/23/2026	
			4
325800	Chain link fence	3/23/2026	
			4
331400	Landscaping	3/23/2026	
	Water distribution piping		
333100		3/23/2026	4
	SANITARY SEWERAGE PIPING		
334200		3/23/2026	3
	STORMWATER CONVEYANCE		
334611		3/23/2026	2

STORMWATER
MANAGEMENT SYSTEMS

.7 Addenda, if any:

Number	Date	Pages
1	4/10/2026	1
2	4/11/2026	1
3	4/11/2026	1

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 A132™-2019, Exhibit B, Determination of the Cost of the Work
- AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

- The Sustainability Plan:

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

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 A232-2019 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.)

1. Notwithstanding Page 14 listing 004113 Bid Form or any other provisions to contrary within the Contract Documents, Contractor's Work shall be limited to the Work stated in the Bid Form completed and returned by Contractor prior to the execution of this Agreement. For clarification, Contractor's Work specifically excludes:
 - a. New scoreboard and steel beam installation – Removal of existing scoreboard included
 - b. Grandstand bleachers and press box
 - c. Plan review fees (city or state)
 - d. Building permits
 - e. Geotechnical testing and construction testing
 - f. Irrigation repairs – Removal only where affected by construction
 - g. Rerouting / lowering electrical to remain that conflicts with improvements

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

OWNER *(Signature)*

BY: Brenda Lewis, Superintendent
(Printed name and title)



CONTRACTOR *(Signature)*

BY: Eric Hicks, President
(Printed name and title)

Additions and Deletions Report for AIA® Document A132® – 2019

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 21:00:30 CDT on 04/16/2026.

Changes to original AIA text

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PAGE 3

§ 4.2.1 The Contract Sum shall be ~~(\$ Three Million, One Hundred Twenty Five Thousand, Five Hundred Fifty and no/00~~ (\$ 3,125,550.00), subject to additions and deductions as provided in the Contract Documents.

PAGE 4

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Soils Correction</u>	<u>Cubic Yards</u>	<u>\$54</u>

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~

~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.~~

~~§ 4.3.6 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)
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~~§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.4.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the~~

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User Notes:

(69d7c6ac5f1b2d23ced16bf9)

Work:

~~§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.~~

~~§ 4.4.6 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.)~~

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

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.~~

~~§ 4.4.7.2 Alternates~~

~~§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:~~

~~§ 4.4.7.2.2 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.)~~

~~§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:~~

~~(Identify each allowance.)~~

~~§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:~~

~~(Identify each assumption.)~~

~~§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.~~

~~§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.~~

~~§ 4.5 Liquidated damages, if any:~~

~~(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)~~

~~§ 4.6 Other:~~

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

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§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the

Twentieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twentieth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (30) days after the Construction Manager receives the Application for Payment.

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~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~

~~§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.~~

~~§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~§ 5.1.5.3.1 The amount of each progress payment shall first include:~~

- ~~1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;~~
- ~~2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~
- ~~3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~

~~§ 5.1.5.3.2 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 A232-2019;~~
- ~~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 A232-2019;~~
- ~~5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~6 Retainage withheld pursuant to Section 5.1.7.~~

~~§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontractors, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

~~§ 5.1.5.6 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.~~

~~§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.~~

~~§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price~~

~~§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.~~

~~§ 5.1.6.2 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.~~

~~§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

~~§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.~~

~~§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.~~

~~§ 5.1.6.3 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.~~

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~~§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~§ 5.1.6.4.1 The amount of each progress payment shall first include:~~

- ~~1— That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;~~
- ~~2— That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~3— That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~
- ~~4— The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~

~~§ 5.1.6.4.2 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 withhold a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;~~
- ~~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 A232-2019;
- ~~5~~ The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~6~~ Retainage withheld pursuant to Section 5.1.7.

~~§ 5.1.6.5~~ The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

~~§ 5.1.6.6~~ In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

~~§ 5.1.6.7~~ 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.

~~§ 5.1.6.8~~ If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

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~~§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 5.2.2.1~~ 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 A232-2019, and to satisfy other requirements, if any, which extend beyond final payment;
- ~~2~~ the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- ~~3~~ a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

~~§ 5.2.2.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

~~§ 5.3~~ 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%~~

~~§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232-2019, 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~~

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

~~§ 7.2.1 Termination~~

~~§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.~~

~~§ 7.2.1.2 Termination by the Owner for Cause~~

~~§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the Owner shall then only pay the Contractor an amount as follows:~~

- ~~1 Take the Cost of the Work incurred by the Contractor to the date of termination;~~
- ~~2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~3 Subtract the aggregate of previous payments made by the Owner; and~~
- ~~4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232-2019.~~

~~§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.~~

~~§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.~~

~~§ 7.2.1.3 Termination by the Owner for Convenience~~

~~If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232-2019, 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.)~~

Number	Title	Date
<u>C001</u>	<u>COVER SHEET</u>	<u>3/23/2026</u>
<u>C101</u>	<u>EXISTING CONDITIONS REMOVALS PLAN</u>	<u>3/23/2026</u>
<u>C102</u>	<u>IRRIGATION REMOVAL PLAN</u>	<u>3/23/2026</u>
<u>C103</u>	<u>PLAN</u>	<u>3/23/2026</u>

<u>C201</u>	<u>SITE PLAN</u>	<u>3/23/2026</u>
<u>C301</u>	<u>GRADING PLAN</u>	<u>3/23/2026</u>
<u>C401</u>	<u>UTILITY PLAN</u>	<u>3/23/2026</u>
<u>C501</u>	<u>EROSION CONTROL PLAN</u>	<u>3/23/2026</u>
<u>C601</u>	<u>CIVIL DETAILS</u>	<u>3/23/2026</u>
<u>C602</u>	<u>CIVIL DETAILS</u>	<u>3/23/2026</u>
<u>C603</u>	<u>CIVIL DETAILS</u>	<u>3/23/2026</u> <u>3/23/2026</u>
<u>C604</u>	<u>TRACK & FIELD DETAILS</u>	<u>3/23/2026</u>
<u>C605</u>	<u>LONG JUMP / TRIPLE</u> <u>JUMP DETAILS</u>	<u>3/23/2026</u> <u>3/23/2026</u>
<u>C606</u>	<u>HIGH JUMP / POLE VAULT</u> <u>DETAILS</u>	<u>3/23/2026</u> <u>3/23/2026</u>
<u>C608</u>	<u>EROSION CONTROL</u> <u>DETAILS</u>	<u>3/23/2026</u>
<u>C609</u>	<u>EROSION CONTROL</u> <u>DETAILS</u>	
<u>E001</u>	<u>EROSION CONTROL</u> <u>DETAILS</u>	
<u>E101</u>	<u>SWPPP NARRATIVE</u>	
<u>E201</u>	<u>ELECTRICAL SYMB &</u> <u>ABBREV</u>	
<u>E701</u>	<u>ELECTRICAL SITE DEMO</u> <u>PLAN</u>	
<u>E901</u>	<u>ELECTRICAL SITE PLAN</u>	
	<u>ELECTRIC ONE-LINE &</u> <u>DETAILS</u>	
	<u>ELECTRICAL SCHEDULES</u>	

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<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>002113</u>	<u>Instructions to Bidders</u>		<u>5</u>
<u>002114</u>	<u>Responsible contractor cert</u>		<u>6</u>
<u>002600</u>	<u>Procurement substitution</u>		<u>3</u>
<u>002601</u>	<u>procedures</u>		<u>3</u>
<u>003113</u>	<u>Request for substitution</u> <u>form, bidding phase</u>		<u>1</u>
<u>004100</u>	<u>Preliminary schedules</u>		<u>1</u>

Bid Cover Sheet

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User Notes:

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<u>004113</u>		<u>3</u>
<u>004313</u>	<u>Bid form</u>	<u>8</u>
<u>004393</u>	<u>Performance & payment</u>	<u>1</u>
<u>004800</u>	<u>bond example forms</u>	<u>1</u>
<u>006000</u>	<u>Bid Submittal Checklist</u>	<u>2</u>
<u>006050</u>	<u>Form of non-collusion</u>	<u>4</u>
<u>006313.13</u>	<u>Project forms</u>	<u>2</u>
<u>007200</u>	<u>Insurance requirements</u>	<u>1</u>
<u>007300</u>	<u>Request for interpretation</u>	<u>8</u>
<u>017000</u>	<u>General conditions</u>	<u>8</u>
<u>017800</u>	<u>Supplementary conditions</u>	<u>4</u>
<u>G732</u>	<u>Execution & closeout</u>	<u>1</u>
<u>G703</u>	<u>requirements</u>	<u>1</u>
<u>011000</u>	<u>Closeout submittals</u>	<u>1</u>
<u>012200</u>	<u>Application for payment</u>	<u>4</u>
<u>012300</u>	<u>Continuation sheet</u>	<u>2</u>
<u>012500</u>	<u>Summary</u>	<u>2</u>
<u>012600</u>	<u>Unit prices</u>	<u>3</u>
<u>012900</u>	<u>Alternates</u>	<u>3</u>
<u>013100</u>	<u>Substitution procedures</u>	<u>5</u>
<u>013300</u>	<u>Contract modification</u>	<u>11</u>
<u>014000</u>	<u>procedures</u>	<u>9</u>
<u>014200</u>	<u>Payment procedures</u>	<u>10</u>
<u>015000</u>	<u>Project management and</u>	<u>8</u>
<u>015639</u>	<u>coordination</u>	<u>8</u>
<u>016000</u>	<u>Submittal procedures</u>	<u>8</u>
<u>017300</u>	<u>Quality requirements</u>	<u>5</u>
<u>017419</u>	<u>References</u>	<u>8</u>
<u>017700</u>	<u>Temp facilities</u>	<u>8</u>
<u>017823</u>	<u>Temporary tree and plant</u>	<u>12</u>
	<u>protection</u>	<u>5</u>
	<u>Product requirements</u>	<u>6</u>
	<u>Execution</u>	<u>8</u>
	<u>Construction waste</u>	
	<u>management and disposal</u>	
	<u>Closeout procedures</u>	

<u>017839</u>	<u>Operation and maintenance data</u>		<u>4</u>
<u>116833</u>	<u>Project record documents</u>	<u>3/23/2026</u>	<u>2</u>
<u>310516</u>	<u>Athletic equipment</u>	<u>3/23/2026</u>	<u>2</u>
<u>311000</u>	<u>Aggregates for earthwork</u>		
	<u>Site clearing</u>	<u>3/23/2026</u>	<u>2</u>
<u>312200</u>	<u>Site Clearing</u>	<u>3/23/2026</u>	<u>8</u>
<u>312333</u>	<u>Grading</u>	<u>3/23/2026</u>	<u>4</u>
<u>312500</u>	<u>Trench excavation & backfilling for utilities</u>	<u>3/23/2026</u>	<u>6</u>
	<u>Erosion & sediment controls</u>	<u>3/23/2026</u>	<u>3</u>
<u>320516</u>	<u>Aggregates for exterior improvements</u>		<u>2</u>
<u>321123</u>	<u>Aggregate base course</u>	<u>3/23/2026</u>	<u>3</u>
<u>321216</u>	<u>Asphalt paving</u>	<u>3/23/2026</u>	<u>4</u>
<u>321313</u>	<u>Concrete paving</u>	<u>3/23/2026</u>	<u>4</u>
<u>323113</u>	<u>Chain link fence</u>	<u>3/23/2026</u>	<u>4</u>
<u>325800</u>	<u>Landscaping</u>	<u>3/23/2026</u>	<u>4</u>
<u>331400</u>	<u>Water distribution piping</u>	<u>3/23/2026</u>	<u>4</u>
<u>333100</u>	<u>SANITARY SEWERAGE PIPING</u>	<u>3/23/2026</u>	<u>4</u>
<u>334200</u>	<u>STORMWATER CONVEYANCE</u>	<u>3/23/2026</u>	<u>3</u>
<u>334611</u>	<u>STORMWATER MANAGEMENT SYSTEMS</u>	<u>3/23/2026</u>	<u>2</u>

Number	Date	Pages
<u>1</u>	<u>4/10/2026</u>	<u>1</u>
<u>2</u>	<u>4/11/2026</u>	<u>1</u>
<u>3</u>	<u>4/11/2026</u>	<u>1</u>

1. Notwithstanding Page 14 listing 004113 Bid Form or any other provisions to contrary within the Contract Documents, Contractor's Work shall be limited to the Work stated in the Bid Form completed and returned by Contractor prior to the execution of this Agreement. For clarification, Contractor's Work specifically excludes:

- a. Rerouting / lowering electrical to remain that conflicts with improvements

Variable Information

PAGE 1

AGREEMENT made as of the Ninth day of April in the year Two Thousand Twenty-Six

Fridley Public Schools

6000 West Moore Lake Drive
Fridley, 55432

763-502-5000

Upper Midwest Athletic Construction, Inc

3017 161st Ave NW
Andover, 55304

763-753-1127

Fridley 2026 Referendum

Fridley High School

Track and Field Replacement

inBYLT, LLC

5436 Douglas Drive North
Minneapolis, MN 55429

763-201-8950

inBYLT, LLC

5436 Douglas Drive North
Minneapolis, MN 55429

763-201-8950

PAGE 2

The date of this Agreement.

09-08-2026

PAGE 3

By the following date: 09-08-2026

Stipulated Sum, in accordance with Section 4.2 below

§ 4.2.1 The Contract Sum shall be ~~-\$~~Three Million, One Hundred Twenty Five Thousand, Five Hundred Fifty and

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no/00 (\$ 3,125,550.00), subject to additions and deductions as provided in the Contract Documents.

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§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the Twentieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twentieth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (30) days after the Construction Manager receives the Application for Payment.

PAGE 10

5%.

PAGE 11

Architect

PAGE 12

5436 Douglas Drive N
Minneapolis MN 55429

[X] Litigation in a court of competent jurisdiction.

PAGE 13

Brenda Lewis

PAGE 14

6000 West Moore Lake Drive
Fridley, 55432

(763)502-5001

lewis@isd14.org

Eric Hicks

3017 161st Ave NW
Andover, MN 55304

(763)528-0606

eric@umathleticconstruction.com

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- a. New scoreboard and steel beam installation – Removal of existing scoreboard included
- b. Grandstand bleachers and press box

- c. Plan review fees (city or state)
- d. Building permits
- e. Geotechnical testing and construction testing
- f. Irrigation repairs – Removal only where affected by construction
- g. Rerouting / lowering electrical to remain that conflicts with improvements

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kurt Schoenecker, 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 21:00:30 CDT on 04/16/2026 under Order No. 20250158898 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ - 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)