


AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 18245000 Linn-Mar CSD 453 Echo Hill Road Marion, IA 52302	CONTRACT INFORMATION: Contract For: General Construction Date: May 21, 2019	CHANGE ORDER INFORMATION: Change Order Number: 006 Date: April 15, 2020
OWNER: <i>(Name and address)</i> Linn-Mar Community School District 355 - 10 th Street Marion, IA 52302	ARCHITECT: <i>(Name and address)</i> OPN Architects 200 Fifth Ave. SE, Suite 201 Cedar Rapids, IA 52401	CONTRACTOR: <i>(Name and address)</i> Knutson Construction 2351 Scott Boulevard SE Iowa City, IA 52240

THE CONTRACT IS CHANGED AS FOLLOWS:

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

CR 36	ITC-014	Detention Basin Final	\$ 1,530.00
CR 38	ITC-026	Canopy Underground Drain	\$ 4,296.00
CR 46	ITC-012	Berm off Echo Hill Road	\$ 138.00
CR 55		Differing Site Contitions	\$ 55,033.00
		TOTAL	\$ 60,997.00

The original Contract Sum was	\$ 28,159,000.00
The net change by previously authorized Change Orders	\$ 80,161.00
The Contract Sum prior to this Change Order was	\$ 28,239,161.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 60,997.00
The new Contract Sum including this Change Order will be	\$ 28,300,158.00

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

The new date of Substantial Completion will be

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

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

<u>OPN Architects</u> ARCHITECT <i>(Firm name)</i>	<u>Knutson Construction</u> CONTRACTOR <i>(Firm name)</i>	<u>Linn-Mar Community School District</u> OWNER <i>(Firm name)</i>
<hr/> SIGNATURE	<hr/> SIGNATURE	<hr/> SIGNATURE
<u>Kelly Slota</u> PRINTED NAME AND TITLE	<u>Matt Bulkeley</u> PRINTED NAME AND TITLE	<u>Sondra Nelson, Board President</u> PRINTED NAME AND TITLE
<hr/> DATE	<hr/> DATE	<hr/> DATE



Document A101™ – 2017

- Owner
- Contractor
- Architect

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

AGREEMENT made as of the Eleventh day of March in the year Two Thousand Twenty
(In words, indicate day, month and year.)

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

Linn-Mar Community School District 1193930
2999 10th Street
Marion, Iowa 52302
Phone: 319-447-3000

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

Peak Construction Group
660 Liberty Way, Unit C
North Liberty, Iowa 52317
Phone: 319-383-3474

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

Bowman Woods Elementary Media Center Renovations
151 Boyson Road NE
Cedar Rapids, Iowa 52402

Ceiling, lighting, flooring, wall base, paint, casework, addition of new collaboration rooms, and new circulation desk in the exiting Media Center.

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

Shive-Hattery, Inc.
2839 Northgate Drive
Iowa City, Iowa 52245
Phone: 319-354-3040

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
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- 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.)

(Paragraphs deleted)

Date of Commencement is June 4, 2020 and the Substantial Completion date is August 7, 2020

§ 3.2 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.

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

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 Hundred Forty-seven Thousand Dollars and Zero Cents (\$147,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Liquidated damages, if any:

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

The Contractor and the Contractor's surety, if any, is liable for and will pay the Owner for any extra costs for engineering or architectural services, construction observation services and related expenses necessitated by the delayed prosecution of the Work by the Contractor beyond the date of Substantial Completion required by the Agreement. Such costs are in no way a penalty but represent additional expenses to the Owner caused by the Contractor's delay in completing the Work.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

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.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th 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 thirty (30) 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 A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 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%

§ 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.)

N/A

§ 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.)

N/A

§ 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.)

No retainage will be released at Substantial Completion unless the requirements of Section 00 7300 – Supplementary Conditions, Article 9.8

§ 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.

§ 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.)

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraphs deleted)

Litigation in a court of competent jurisdiction

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.
(Paragraphs deleted)

§ 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)

J.T. Anderson
2999 10th Street
Marion, Iowa 52302
Phone: 319-447-3000
Email: jtanderson@linnmar.k12.ia.us

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

Mike Weber
660 Liberty Way, Unit C
North Liberty, Iowa 52317
Phone: 319-383-3474
Email: mike@iowapeak.com

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
G000	Cover Sheet	January 30, 2020

- .6 Specifications

Section	Title	Date	Pages
00 0110	Table of Contents	January 30, 2020	2

Init.

.7 Addenda, if any:

Number	Date	Pages
1	February 4, 2020	1
2	February 18, 2020	17

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.)

(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 A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

See AIA Document A102 – 2017 Exhibit A for Insurance and Bond and the attached Supplements.

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

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Kris Chyko President

(Printed name and title)

SECTION 00 5350

INSURANCE AND BONDS - A101 EXHIBIT A SUPPLEMENTS

INSURANCE AND BONDS

The following supplements modify, change, delete from and/or add to the American Institute of Architects (AIA) Document A101 – 2017 Exhibit A, Insurance and Bonds. Where any article, section or clause and/or portion thereof of the Exhibit A – Insurance and Bonds is modified and/or deleted by these supplementary conditions, the unaltered portions of that article, section and/or clause and/or portion thereof remain in effect.

ARTICLE A.2 OWNER'S INSURANCE

The following Sections in Article A.2 are either selected, not selected or revised as stated below:

- A.2.4.1 Loss of Use, Business Interruption Insurance with policy limit of \$50,000 is selected. Delete the words "and Delay in Completion Insurance,"
- A.2.4.2 Ordinance or Law Insurance with policy limit of \$500,000 is selected.
- A.2.4.3 Expediting Cost Insurance with policy limit of \$50,000 is selected.
- A.2.4.4 Extra Expense Insurance with policy limit of \$50,000 is selected.
- A.2.4.5 Civil Authority Insurance is not selected.
- A.2.4.6 Ingress/Egress Insurance is not selected.
- A.2.4.7 Soft Costs Insurance with policy limit of \$50,000 is selected.
- A.2.5.1 Cyber Security Insurance is not selected.
- A.2.5.2 Other Insurance is not selected.

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

The following Sections in Article A.3 are either selected, not selected or revised as stated below:

- A.3.1.1 In the last sentence, after the words "Contractor's Commercial General Liability", add the words "Commercial Auto Liability, Pollution coverage, if applicable,"
- A.3.1.1 After the last sentence, add the sentence:

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Architect.

Add the following to Section A.3.1.1:

- A.3.1.1.1 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.
- A.3.1.1.2 The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Exhibit A. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.
- A.3.1.3 In the first sentence, after the words "commercial general liability," add the words "commercial auto liability, pollution coverage, if applicable, and excess or umbrella liability"

SECTION 00 5350

INSURANCE AND BONDS - A101 EXHIBIT A SUPPLEMENTS

- A.3.2.1 Add the following A.3.2.1.1 to Section A.3.2.1
 - A.3.2.1.1 All insurance coverages, except workers compensation, provided by the Contractor under A.3 shall provide for a waiver of subrogation to the Owner, Architect and Architect's consultants, and agents and employees.
- A.3.2.2 Replace Section A.3.2.2.1 in its entirety with the following:
 - A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate (endorsed to apply on a per project basis), and two million (\$2,000,000) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including
- A.3.2.2.1 Replace Section A.3.2.2.1.5 in its entirety with the following:
 - A.3.2.2.1.5 \$250,000 limit for damage to premises rented to Contractor
- A.3.2.2.1 Add Sections A.3.2.2.1.6 through A.3.2.2.1.9:
 - A.3.2.2.1.6 \$10,000 limit on medical expenses on any one person
 - A.3.2.2.1.7 \$10,000 limit on medical
 - A.3.2.2.1.8 Contractual liability for personal & advertising injury
 - A.3.2.2.1.9 Electronic data liability to policy limits
- A.3.2.2.2 Delete Section A.3.2.2.2.4
- A.3.2.3 Revise Section A.3.2.3 as follows:
 - A.3.2.3 Automobile Liability policy limits will be not less than one million (\$1,000,000) per accident.
 - A.3.2.3 Add to the end of the last sentence "including coverage for pollution liability broaden cover for automobile per CA 9948 and MCS 90 filings if required by law.
- A.3.2.4 Revise Section A.3.2.4 as follows:
 - A.3.2.4 Revise the second sentence in Section A.3.2.4 to read"...Commercial General Liability, 00 Automobile Liability, and Employer Liability..."
 - A.3.2.6 Employers' Liability policy limits will be not less than one million (\$1,000,000) each accident, one million (\$1,000,000) each employee, and one million (\$1,000,000) policy limit.
 - A.3.2.8 Policy limits will be not less than two million (\$2,000,000) per claim and two million (\$2,000,000) in the aggregate for Professional Liability insurance.
 - A.3.2.9 Policy limits will be not less than two million (\$2,000,000) per claim and two million (\$2,000,000) in the aggregate for Pollution Liability insurance.
 - A.3.2.10 If a Combined Professional Liability and Pollution Liability insurance policy is procured, policy limits will be not less than five million (\$5,000,000) per claim and five million (\$5,000,000) in the aggregate.

SECTION 00 5350

INSURANCE AND BONDS - A101 EXHIBIT A SUPPLEMENTS

- A.3.2.11 Policy limits will be not less than one million (\$1,000,000) per claim and two million (\$2,000,000) in the aggregate for maritime liability risks insurance.
- A.3.3.2.2 Railroad Protective Liability Insurance is not required and therefore A.3.3.2.2 is not selected.
- A.3.3.2.5 After the word "owned" add the words "and rented".
- A.3.3.2.6 Add the following other insurance coverage to A.3.3.2.6:

Should the Contractor's sub-contractors and/or its lower tier sub-contractor's work involve the moving, lifting, lowering, rigging and/or hoisting of property and/or equipment, the sub-contractor carries Rigger's Liability insurance to insure against physical loss or damage to the property and/or equipment in the amount no less than one million (\$1,000,000).

END OF SECTION



Document A101™ – 2017

Owner
 Contractor
 Architect

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

AGREEMENT made as of the Eleventh day of March in the year Two Thousand Twenty
(In words, indicate day, month and year.)

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

Linn-Mar Community School District 1193930
2999 10th Street
Marion, Iowa 52302
Phone: 319-447-3000

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

Garling Construction
1120 11th Street
Belle Plaine, Iowa 52208
Phone: 319-444-3409

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

Indian Creek Elementary Classroom Renovations
29 Indian Creek Road
Marion, Iowa 52302

Ceiling, lighting, flooring, wall base, paint, casework, and the addition of new collaboration rooms in the exiting library.

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

Shive-Hattery, Inc.
2839 Northgate Drive
Iowa City, Iowa 52245
Phone: 319-354-3040

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.

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

(Paragraphs deleted)

Date of Commencement is June 4, 2020 and the Substantial Completion date is August 7, 2020

§ 3.2 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.

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

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 Four Hundred Seventy-Nine Thousand Dollars and Zero Cents (\$479,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Liquidated damages, if any:

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

The Contractor and the Contractor's surety, if any, is liable for and will pay the Owner for any extra costs for engineering or architectural services, construction observation services and related expenses necessitated by the delayed prosecution of the Work by the Contractor beyond the date of Substantial Completion required by the Agreement. Such costs are in no way a penalty but represent additional expenses to the Owner caused by the Contractor's delay in completing the Work.

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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.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th 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 thirty (30) 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 A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 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%

§ 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.)

N/A

§ 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.)

N/A

§ 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.)

No retainage will be released at Substantial Completion unless the requirements of Section 00 7300 – Supplementary Conditions, Article 9.8

§ 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.

§ 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.)

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraphs deleted)

Litigation in a court of competent jurisdiction

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.
(Paragraphs deleted)

§ 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)

J.T. Anderson
2999 10th Street
Marion, Iowa 52302
Phone: 319-447-3000
Email: jtanderson@linnmar.k12.ia.us

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

Troy Pins
1120 11th Street
Belle Plaine, Iowa 52302
Phone: 319-444-3409
Email: tpins@garlingconstruction.com

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
G000	Cover Sheet	January 30, 2020

- .6 Specifications

Section	Title	Date	Pages
00 0110	Table of Contents	January 30, 2020	3

.7 Addenda, if any:

Number	Date	Pages
1	February 4, 2020	1
2	February 21, 2020	22
3	February 25, 2020	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.)

(Table 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 A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

See AIA Document A102 – 2017 Exhibit A for Insurance and Bond and the attached Supplements.


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

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)



Troy Pims President
(Printed name and title)

SECTION 00 5350

INSURANCE AND BONDS - A101 EXHIBIT A SUPPLEMENTS

INSURANCE AND BONDS

The following supplements modify, change, delete from and/or add to the American Institute of Architects (AIA) Document A101 – 2017 Exhibit A, Insurance and Bonds. Where any article, section or clause and/or portion thereof of the Exhibit A – Insurance and Bonds is modified and/or deleted by these supplementary conditions, the unaltered portions of that article, section and/or clause and/or portion thereof remain in effect.

ARTICLE A.2 OWNER'S INSURANCE

The following Sections in Article A.2 are either selected, not selected or revised as stated below:

- A.2.4.1 Loss of Use, Business Interruption Insurance with policy limit of \$50,000 is selected. Delete the words "and Delay in Completion Insurance,"
- A.2.4.2 Ordinance or Law Insurance with policy limit of \$500,000 is selected.
- A.2.4.3 Expediting Cost Insurance with policy limit of \$50,000 is selected.
- A.2.4.4 Extra Expense Insurance with policy limit of \$50,000 is selected.
- A.2.4.5 Civil Authority Insurance is not selected.
- A.2.4.6 Ingress/Egress Insurance is not selected.
- A.2.4.7 Soft Costs Insurance with policy limit of \$50,000 is selected.
- A.2.5.1 Cyber Security Insurance is not selected.
- A.2.5.2 Other Insurance is not selected.

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

The following Sections in Article A.3 are either selected, not selected or revised as stated below:

- A.3.1.1 In the last sentence, after the words "Contractor's Commercial General Liability", add the words "Commercial Auto Liability, Pollution coverage, if applicable,"
- A.3.1.1 After the last sentence, add the sentence:

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Architect.

Add the following to Section A.3.1.1:

- A.3.1.1.1 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.
- A.3.1.1.2 The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Exhibit A. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.
- A.3.1.3 In the first sentence, after the words "commercial general liability," add the words "commercial auto liability, pollution coverage, if applicable, and excess or umbrella liability"

SECTION 00 5350

INSURANCE AND BONDS - A101 EXHIBIT A SUPPLEMENTS

- A.3.2.1 Add the following A.3.2.1.1 to Section A.3.2.1
- A.3.2.1.1 All insurance coverages, except workers compensation, provided by the Contractor under A.3 shall provide for a waiver of subrogation to the Owner, Architect and Architect's consultants, and agents and employees.
- A.3.2.2 Replace Section A.3.2.2.1 in its entirety with the following:
- A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate (endorsed to apply on a per project basis), and two million (\$2,000,000) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including
- A.3.2.2.1 Replace Section A.3.2.2.1.5 in its entirety with the following:
- A.3.2.2.1.5 \$250,000 limit for damage to premises rented to Contractor
- A.3.2.2.1 Add Sections A.3.2.2.1.6 through A.3.2.2.1.9:
- A.3.2.2.1.6 \$10,000 limit on medical expenses on any one person
- A.3.2.2.1.7 \$10,000 limit on medical
- A.3.2.2.1.8 Contractual liability for personal & advertising injury
- A.3.2.2.1.9 Electronic data liability to policy limits
- A.3.2.2.2 Delete Section A.3.2.2.2.4
- A.3.2.3 Revise Section A.3.2.3 as follows:
- A.3.2.3 Automobile Liability policy limits will be not less than one million (\$1,000,000) per accident.
- A.3.2.3 Add to the end of the last sentence "including coverage for pollution liability broaden cover for automobile per CA 9948 and MCS 90 filings if required by law.
- A.3.2.4 Revise Section A.3.2.4 as follows:
- A.3.2.4 Revise the second sentence in Section A.3.2.4 to read"...Commercial General Liability, 00 Automobile Liability, and Employer Liability..."
- A.3.2.6 Employers' Liability policy limits will be not less than one million (\$1,000,000) each accident, one million (\$1,000,000) each employee, and one million (\$1,000,000) policy limit.
- A.3.2.8 Policy limits will be not less than two million (\$2,000,000) per claim and two million (\$2,000,000) in the aggregate for Professional Liability insurance.
- A.3.2.9 Policy limits will be not less than two million (\$2,000,000) per claim and two million (\$2,000,000) in the aggregate for Pollution Liability insurance.
- A.3.2.10 If a Combined Professional Liability and Pollution Liability insurance policy is procured, policy limits will be not less than five million (\$5,000,000) per claim and five million (\$5,000,000) in the aggregate.

SECTION 00 5350

INSURANCE AND BONDS - A101 EXHIBIT A SUPPLEMENTS

- A.3.2.11 Policy limits will be not less than one million (\$1,000,000) per claim and two million (\$2,000,000) in the aggregate for maritime liability risks insurance.
- A.3.3.2.2 Railroad Protective Liability Insurance is not required and therefore A.3.3.2.2 is not selected.
- A.3.3.2.5 After the word "owned" add the words "and rented".
- A.3.3.2.6 Add the following other insurance coverage to A.3.3.2.6:

Should the Contractor's sub-contractors and/or its lower tier sub-contractor's work involve the moving, lifting, lowering, rigging and/or hoisting of property and/or equipment, the sub-contractor carries Rigger's Liability insurance to insure against physical loss or damage to the property and/or equipment in the amount no less than one million (\$1,000,000).

END OF SECTION