# Walk-In Exhibit # 704.14 for the June 10, 2019 School Board Meeting

# The approval of the regular meeting agenda will be amended to include the following walk-in exhibit:

Additional contract for the consent agenda with:

Knutson Construction for the construction of the intermediate building on Echo Hill Road for a contract sum of \$28,159,000.00.



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

**AGREEMENT** made as of the Twenty-first day of May in the year Two Thousand Nineteen (In words, indicate day, month and year.)

#### BETWEEN the Owner:

(Name, legal status, address and other information)

Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302

and the Contractor:

(Name, legal status, address and other information)

Knutson Construction 2351 Scott Boulevard SE Iowa City, IA 52240

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

Linn-Mar Intermediate Schools Echo Hill Building Echo Hill Road Marion, IA 52302

OPN Project #: 18245000

Single prime contract (civil, general, mechanical, and electrical combined) for a new Intermediate school.

The Architect:

(Name, legal status, address and other information)

OPN Architects, Inc. 200 Fifth Avenue SE, Suite 201 Cedar Rapids, IA 52401

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**

- THE CONTRACT DOCUMENTS
- THE WORK OF THIS CONTRACT
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION 3
- CONTRACT SUM
- **PAYMENTS**
- **DISPUTE RESOLUTION** 6
- **TERMINATION OR SUSPENSION**
- 8 **MISCELLANEOUS PROVISIONS**
- **ENUMERATION OF CONTRACT DOCUMENTS**

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

# ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- X 1 The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- [ ] Established as follows:

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

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

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

# § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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

- [ ] Not later than ( ) calendar days from the date of commencement of the Work.
- [X]By the following date: July 28, 2020

Init.

2

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

Portion of Work

## **Substantial Completion Date**

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twenty-Eight Million One Hundred Fifty-Nine Thousand Dollars and Zero Cents (\$ 28,159,000.00), subject to additions and deductions as provided in the Contract Documents.

## § 4.2 Alternates

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

Item	Price
Alternate 2 - Deduct	(\$ 15,000.00)
Alternate 3 - Deduct	(\$ 58,000.00)
Alternate 6 - Deduct	(\$ 28,000.00)

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	amounts that a support o Price the office atomics.	Conditions for Acceptance
None		

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

Item	Price
None	

#### § 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item Shaft	<b>Units and Limitations</b>	Price per Unit (\$0.00)
Unit Price 1: Subgrade stabilization with suitable soil	Cubic yard	\$25.00/cubic yard
Unit Price 2: Subgrade stabilization with crushed rock	Cubic yard	\$42.00/cubic yard
Unit Price 3: Replace unsatisfactory subgrade material under footing bearing surfaces	Cubic yard	\$25.00/cubic yard
Unit Price 4: Provide additional length to horizontal geothermal loop Unit Price 5: Decrease length of horizontal	Lineal foot	\$12.00/lineal foot
geothermal loop	Lineal foot	\$7.00/lineal foot

#### § 4.5 Liquidated damages, if any:

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

The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sum hereinafter stipulated as liquidated damages for each calendar day of delay starting 14 calendar days after the date established for

Init.

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User Notes:

3

Substantial Completion in the Contract Documents until the Work is substantially complete: Two Thousand Dollars (\$2,000.00) per calendar day. 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.

## § 4.6 Other:

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

Not Applicable

# **ARTICLE 5 PAYMENTS**

#### § 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than, two weeks prior to next scheduled Linn-Mar Community School District normal monthly Board meeting, the Owner shall make payment of the amount certified to the Contractor one week after the Board meeting. 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<sup>TM</sup>—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.)

Not Applicable

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

If the Contractor makes a proper request for early release of retainage funds, the Owner will release all retainage funds at the next monthly Board meeting or within Thirty (30) days of receipt of the request, whichever is less, except it may retain from the released retainage the following:

An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of Request for Release of Retainage is approved. If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within Thirty (30) days of the receipt of the request.

§ 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.)

On any work remaining on outstanding punch list.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
  - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
  - .2 a final Certificate for Payment has been issued by the Architect.

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

In accordance with Iowa Code 573.14 Retention of Unpaid Funds: the funds provided for in Section 573.13 shall be retained by the public corporation for a period of Thirty (30) days after the completion and final acceptance of the improvement. If at the end of the thirty-day period claims are on file are provided the public corporation shall continue to retain from the unpaid funds a sum equal to double the total amount of all claims on file. The remaining

balance of unpaid funds, or if no claims are on file, the entire unpaid funds, shall be released and paid to the Contractor.

#### § 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.)

Payments due and unpaid under the Contract Documents shall bear interest from the date the payment is due and shall bear interest at the rate established by Section 74A.2, Code of Iowa.

#### 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.)

Not Applicable

## § 6.2 Binding Dispute Resolution

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

- [ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- [ X ] Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

None

§ 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)

Init. 1

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(845562704)

J.T. Anderson Chief Financial/Operating Officer Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302

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

Brad Johnson Vice President and General Manager Knutson Construction 2351 Scott Boulevard SE Iowa City, IA 52240

§ 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 Exhibit A where the basis of payment is a Stipulated Sum, Exhibit A, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the attached 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<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

See Specification Section 00 22 13, Article 7, Paragraph 1.A - Contractor to provide Performance Bond.

§ 8.7 Other provisions:

Not Applicable

# ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101<sup>TM</sup>—2017, Standard Form of Agreement Between Owner and Contractor (*Paragraph deleted*)
  - .3 AIA Document A201<sup>TM</sup>—2017, General Conditions of the Contract for Construction
  - AIA Document E203<sup>™</sup>\_2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)
No Exhibit E Required

.5 Drawings

Exhibit B: Index Sheet of Drawings

mhau

Number

Title

Date

Init.

.6 **Specifications** 

> Exhibit C: Table of Contents of Specifications dated April 11, 2019 Section Title **Pages**

Addenda, if any:

Number	Date	Pages
Addendum 1	April 23, 2019	5 pages Addendum Narrative 10 pages Specification Sections
		3 pages Drawing Sheets
Addendum 2	April 29, 2019	6 pages Addendum Narrative
		4 pages Bid Form
		10 pages Specification Sections
		16 pages Drawing Sheets
		1 page Schedule Sheet
Addendum 3	May 3, 2019	12 pages Addendum Narrative
		4 pages Bid Form
		44 pages Drawing Sheets

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

.8 Other Exhibits:

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

AIA Document E204<sup>TM</sup>–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan: 

Title Date **Pages** 

Supplementary and other Conditions of the Contract:

Title Date **Document Pages** 00 73 00 Supplementary April 11, 2019 00 73 00-1 Conditions to 00 73 00 - 37

Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201<sup>TM</sup>—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.)

Not Applicable

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

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**User Notes:** 

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Bur

**OWNER** (Signature)

Sondra Nelson, Board President

(Printed name and title)

CONTRACTOR (Signature)

Brad Johnson, Vice President and General Manager

(Printed name and title)

# Additions and Deletions Report for

AIA® Document A101™ - 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:05:58 ET on 06/03/2019.

#### PAGE 1

AGREEMENT made as of the Twenty-first day of May in the year Two Thousand Nineteen

<u>Linn-Mar Community School District</u> 2999 North Tenth Street <u>Marion, IA 52302</u>

Knutson Construction 2351 Scott Boulevard SE Iowa City, IA 52240

(Name, location and detailed description)

<u>Linn-Mar Intermediate Schools Echo Hill Building Echo Hill Road</u>

<u>Marion, IA 52302</u>

OPN Project #: 18245000

Single prime contract (civil, general, mechanical, and electrical combined) for a new Intermediate school.

OPN Architects, Inc. 200 Fifth Avenue SE, Suite 201 Cedar Rapids, IA 52401 PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS** 

...

The date of this Agreement.

1

[X] By the following date: <u>July 28, 2020</u> **PAGE 3** 

§ 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 <a href="Twenty-Eight Million One Hundred Fifty-Nine Thousand Dollars and Zero Cents">Twenty-Eight Million One Hundred Fifty-Nine Thousand Dollars and Zero Cents</a> (\$ 28,159,000.00), subject to additions and deductions as provided in the Contract Documents.

Alternate 2 - Deduct	(\$ 15,000.00)
Alternate 3 - Deduct	(\$ 58,000.00)
Alternate 6 - Deduct	(\$ 28,000.00)

None

None

Unit Price 1: Subgrade stabilization with	Cubic yard	\$25.00/cubic yard
suitable soil		1,991
Unit Price 2: Subgrade stabilization with	Cubic yard	\$42.00/cubic yard
<u>crushed rock</u>		
Unit Price 3: Replace unsatisfactory subgrade	Cubic yard	\$25.00/cubic yard
material under footing bearing surfaces		
Unit Price 4: Provide additional length to		
horizontal geothermal loop	Lineal foot	\$12.00/lineal foot
Unit Price 5: Decrease length of horizontal		
geothermal loop	<u>Lineal foot</u>	\$7.00/lineal foot

The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sum hereinafter stipulated as liquidated damages for each calendar day of delay starting 14 calendar days after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete: Two Thousand Dollars (\$2,000.00) per calendar day. 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.

PAGE 4

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the <u>day of a month</u>, two weeks prior to next scheduled Linn-Mar Community School District normal monthly Board meeting, the Owner shall make payment of the amount certified to the Contractor not later than the <u>day of the month</u> one week after the Board meeting. 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 (<u>thirty (30</u>) days after the Architect receives the Application for Payment.

PAGE 5

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User Notes:

5%

Not Applicable

If the Contractor makes a proper request for early release of retainage funds, the Owner will release all retainage funds at the next monthly Board meeting or within Thirty (30) days of receipt of the request, whichever is less, except it may retain from the released retainage the following:

An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of Request for Release of Retainage is approved. If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within Thirty (30) days of the receipt of the request.

On any work remaining on outstanding punch list.

In accordance with Iowa Code 573.14 Retention of Unpaid Funds: the funds provided for in Section 573.13 shall be retained by the public corporation for a period of Thirty (30) days after the completion and final acceptance of the improvement. If at the end of the thirty-day period claims are on file are provided the public corporation shall continue to retain from the unpaid funds a sum equal to double the total amount of all claims on file. The remaining balance of unpaid funds, or if no claims are on file, the entire unpaid funds, shall be released and paid to the Contractor.

PAGE 6

%—Payments due and unpaid under the Contract Documents shall bear interest from the date the payment is due and shall bear interest at the rate established by Section 74A.2, Code of Iowa.

Not Applicable

Litigation in a court of competent jurisdiction

None PAGE 7

J.T. Anderson Chief Financial/Operating Officer Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302

**Brad Johnson** Vice President and General Manager **Knutson Construction** 2351 Scott Boulevard SE

3

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101<sup>TM</sup> 2017, Standard Form of Agreement Between Owner and Contractor Exhibit A 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<sup>TM</sup> 2017 the attached Exhibit A, and elsewhere in the Contract Documents.

See Specification Section 00 22 13, Article 7, Paragraph 1.A - Contractor to provide Performance Bond.

Not Applicable

.2 AIA Document A101<sup>TM</sup> 2017, Exhibit A, Insurance and Bonds

No Exhibit E Required

PAGE 8

Exhibit B: Index Sheet of Drawings

Exhibit C: Table of Contents of Specifications dated April 11, 2019

Addendum 1 April 23, 2019 5 pages Addendum Narrative

10 pages Specification Sections
3 pages Drawing Sheets

Addendum 2 April 29, 2019 6 pages Addendum Narrative

4 pages Bid Form

10 pages Specification Sections

16 pages Drawing Sheets
1 page Schedule Sheet

Addendum 3 May 3, 2019 12 pages Addendum Narrative

4 pages Bid Form

44 pages Drawing Sheets

[X] Supplementary and other Conditions of the Contract:

00 73 00

Supplementary Conditions April 11, 2019

00 73 00-1 to 00 73 00

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User Notes:

Not Applicable

PAGE 9

Sondra Nelson, Board President

Brad Johnson, Vice President and General Manager

# **Certification of Document's Authenticity**

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:05:58 ET on 06/03/2019 under Order No. 2319188452 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101<sup>TM</sup> – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)	
Principal	9
(Title)	A CAAD A DE COMMENTANTE DE COMMENTAN
June 3, 2019	
(Dated)	

# LINN MAR INTERMEDIATE SCHOOL – ECHO HILL RD BUILDING MARION, IOWA

**PROJECT NO. 18245000** 

ΔP	PF	ND	ΙY	
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#### LINN-MAR COMMUNITY SCHOOL DISTRICT

# **MINIMUM INSURANCE REQUIREMENTS:**

#### **COMMERCIAL GENERAL LIABILITY:**

General Aggregate Limit \$2,000,000

Products - Completed Operation Aggregate Limit \$2,000,000

Personal and Advertising Injury Limit \$1,000,000

Each Occurrence Limit \$1,000,000

Damage to a Premises Rented to You Limit \$ 100,000

Medical Payments \$ 5,000

Commercial General Liability policy shall be written on an occurrence form using ISO form CG 00 01 or equivalent form.

Policy shall include the following endorsements:

- 1. ISO endorsement CG 20 10 or equivalent endorsement naming the Linn-Mar Community School District, its board members, employees and agents as an additional insured.
- ISO endorsement CG 20 32 or equivalent endorsement naming Project Engineers, Architects and Surveyors as an additional insured.
- 3. ISO endorsement CG 20 37 or equivalent endorsement naming the Linn-Mar Community School District, its board members, employees and agents as an additional insured for completed operations. This endorsement shall be maintained for a minimum of two years after completion and acceptance of the project by the Linn-Mar Community School District.
- ISO Endorsement CG 20 01 or equivalent endorsement indicating additional insured status for the Linn-Mar Community School District, its board members, employees and agents is primary and non-contributory.
- 5. ISO endorsement CG 25 03 or equivalent endorsement, Designated Construction Project(s) General Aggregate Limit.
- 6. ISO endorsement CG 24 04 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Linn-Mar Community School District.
- 7. Governmental Immunities Endorsement (see attached specimen).

#### **BUSINESS AUTOMOBILE LIABILITY:**

# LINN MAR INTERMEDIATE SCHOOL – ECHO HILL RD BUILDING MARION, IOWA

**PROJECT NO. 18245000** 

Combined single limit of	\$1,000,000
Or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident) Property Damage	\$1,000,000 \$1,000,000

Business auto liability shall be written on ISO form CA 00 01 or equivalent form.

- 1. Policy shall include Symbol 1 (Any Auto). If no owned autos, hired and non-owned auto liability is acceptable.
- 2. Include ISO endorsement CA 04 44 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Linn-Mar Community School District.
- 3. Include ISO endorsement CA 99 48, Pollution Liability Broadened Coverage for Covered Autos, or equivalent endorsement if the Contractor has vehicles that transport fuel onto Linn-Mar Community School District property.

# **WORKERS COMPENSATION & EMPLOYERS LIABILITY:**

1. Workers Compensation - Statutory - State of Iowa

2. Employers Liability

Bodily Injury Limit Each Accident

\$500,000

Bodily Injury Disease - Policy Limit

\$500,000

Bodily Injury Disease - Limit Each Employee

\$500,000

\$5,000,000 \$5,000,000

Workers Compensation shall include the following endorsement: WC 0003 13, Waiver of Our Right to Recover from Others, in favor of the Linn Mar Community School District.

Sole Proprietors, Partners and Members must be included for coverage. Executive Officers may not be excluded from coverage.

## **UMBRELLA OR EXCESS LIABILITY:**

Limit Each Occurrence
Aggregate Limit

Umbrella or Excess liability policy shall provide excess coverage and be at least as broad in coverage as the following required policies and endorsements: Commercial General Liability, Business Auto and Employer's Liability.

## LINN-MAR COMMUNITY SCHOOL DISTRICT GOVERNMENTAL IMMUNITIES ENDORSEMENT

- Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of Linn-Mar Community School District as an Additional Insured does not waive any of the defenses of governmental immunity available to the Linn-Mar Community School District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- 2. <u>Claims Coverage.</u> The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
- 3. <u>Assertion of Governmental Immunity.</u> The Linn-Mar Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
- 4. <u>Non-Denial of Coverage.</u> The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the Linn-Mar Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Linn-Mar Community School District.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**PROJECT NO. 18245000** 

# LINN MAR INTERMEDIATE SCHOOL -- ECHO HILL RD BUILDING MARION, IOWA

APPENDIX	
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#### ACKNOWLEDGMENT AND CERTIFICATION

[Insert name of vendor/supplier/contractor/subcontractor] (ACompany®) is providing services to the LINN-MAR Community School District (ADistrict®), as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier, or contractor. The services provided by the Company may involve the presence of Company's employees upon the real property of the schools of the District.

The Company acknowledges that the lowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company but has signed it knowingly and voluntarily.

Date:	
Date.	[insert name of contractor or subcontractor]
	Ву:
	Name:
	Title:

# Exhibit B

#### VOLUME 1 ARCHITECTURAL DRAWINGS COVER SHEET G001 WALL SECTIONS AND SECTION DETAILS - AREA B PLAN DETAILS - AREA B LEVEL 1 FLOOR PLAN - AREA C LEVEL 2 FLOOR PLAN - AREA C LEVEL 1 REFLECTED CEILING PLAN - AREA C LEVEL 2 REFLECTED CEILING PLAN - AREA C LEVEL 2 REFLECTED CEILING PLAN - AREA C LEVEL 2 FINISH FLOOR PLAN - AREA C LEVEL 2 FINISH FLOOR PLAN - AREA C INTERIOR ELEVATIONS - AREA C WALL SECTIONS, SECTION OF ETAILS, AND PLAN DE LEVEL 2 HVAC DUCTWORK PLAN - AREA A LEVEL 2 HVAC DUCTWORK PLAN - AREA B LEVEL 2 HVAC DUCTWORK PLAN - AREA C CIVIL DRAWINGS 4401 H206 EXISTING TOPOGRAPHICAL SURVEY AND DEMOLITION PLAN A401 A402 A421 A422 HVAC GROUND HEAT EXCHANGER PLAN C200 SITE LAYOUT PLAN H400 H410 H420 HVAC ENLARGED PLANS HVAC SECTIONS HVAC EQUIPMENT PLANS AND ELEVATIONS C300 SITE UTILITY PLAN C400. C401. C402. C403. 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# LINN MAR INTERMEDIATE SCHOOL -- ECHO HILL RD BUILDING PROJECT NO. 18245000 MARION, IOWA

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