



# AIA® Document A101® – 2017

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

**AGREEMENT** made as of the Fifth day of February in the year Two Thousand Twenty-Four  
(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)

McComas-Lacina Construction  
1310 Highland Court  
Iowa City, IA 52240

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

Linn-Mar Performance Center  
3111 Tenth Street  
Marion, IA 52302

OPN Project Number: 22216000

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

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

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

- ☒ [ X ] The date of this Agreement.
- ☐ [ ] A date set forth in a notice to proceed issued by the Owner.
- ☐ [ ] Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

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

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

#### § 3.3 Substantial Completion

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

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

Init.

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

[ X ] By the following date: September 1, 2025

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twenty-Five Million, Five Hundred Seven Thousand Dollars and Zero Cents (\$ 25,507,000.00), 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 1: Add Painting of EIFS	\$ 45,000.00
Alternate 2: Deduct Polished Plaster Finish	(\$ 169,000.00)
Alternate 3: Deduct Acoustic Baffle Ceiling	(\$ 31,000.00)

§ 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	Price	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	Units and Limitations	Price per Unit (\$0.00)
Unit Price 1: Overexcavation to Ensure a Minimum of One Foot of Newly Compacted Structural Fill is Placed to Proposed Subgrade Elevations	Cubic Yard	\$ 30.00/Cubic Yard
Unit Price 2: Subgrade Stabilization with Crushed Rock	Cubic Yard	\$ 40.00/Cubic Yard

§ 4.5 Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

§ 4.6 Other:

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

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 Board meeting, the Owner shall make payment of the amount certified to the Contractor not later than 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™–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 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 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 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
- ☒ 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.

Jon Galbraith  
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)

Rob McComas  
McComas-Lacina Construction  
1310 Highland Court  
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™-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™-2017, Standard Form of Agreement Between Owner and Contractor
- .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.)*

No Exhibit E Required

- .5 Drawings  
Exhibit B: Index Sheet of Drawings

Number	Title	Date
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Init.

**.6 Specifications**

Exhibit C: Table of Contents of Specifications Dated January 9<sup>th</sup>, 2024

Section	Title	Date	Pages
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**.7 Addenda, if any:**

Number	Date	Pages
Addendum 1	January 12, 2024	1 page Addendum Narrative 2 pages Specification Sections
Addendum 2	January 19, 2024	1 page Drawing Sheets 2 pages Addendum Narrative 28 pages Specification Sections 12 pages Drawing Sheets 3 pages Pre-Bid Conference Documents
Addendum 3	January 24, 2024	6 pages Addendum Narrative 135 pages Specification Sections 34 pages Drawing Sheets
Addendum 4	January 25, 2024	1 page Addendum Narrative 40 pages Specification Sections
Addendum 5	January 26, 2024	1 page Addendum Narrative 2 pages Specification Sections

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

**.8 Other Exhibits:**

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

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

☐ The Sustainability Plan:

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

Document	Title	Date	Pages
00 73 00	Supplementary Conditions	January 12, 2024	00 73 00-1 to 00 73 00-37

**.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.)*

Not Applicable

Init.



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

OWNER (Signature)

Barry Buchholz Board President

(Printed name and title)



CONTRACTOR (Signature)

Rob McComas, Principal

(Printed name and title)

Init.

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User Notes:

(1667714881)

# 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 09:59:14 ET on 02/21/2024.

## PAGE 1

**AGREEMENT** made as of the Fifth day of February in the year Two Thousand Twenty-Four

...

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

...

McComas-Lacina Construction  
1310 Highland Court  
Iowa City, IA 52240

...

Linn-Mar Performance Center  
3111 Tenth Street  
Marion, IA 52302

OPN Project Number: 22216000

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

...

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

## PAGE 2

[ ☒ ] The date of this Agreement.

## PAGE 3

[ ☒ ] By the following date: September 1, 2025

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$—)~~, Twenty-Five Million, Five Hundred Seven Thousand Dollars and Zero Cents (\$ 25,507,000.00), subject to additions and deductions as provided in the Contract Documents.

...

<u>Alternate 1: Add Painting of EIFS</u>	<u>\$ 45,000.00</u>
<u>Alternate 2: Deduct Polished Plaster</u>	<u>(\$ 169,000.00)</u>
<u>Finish</u>	
<u>Alternate 3: Deduct Acoustic Baffle</u>	<u>(\$ 31,000.00)</u>
<u>Ceiling</u>	

...

None

...

None

...

<u>Unit Price 1: Overexcavation to Ensure a</u>	<u>Cubic Yard</u>	<u>\$ 30.00/Cubic Yard</u>
<u>Minimum of One Foot of Newly Compacted</u>		
<u>Structural Fill is Placed to Proposed Subgrade</u>		
<u>Elevations</u>		
<u>Unit Price 2: Subgrade Stabilization with</u>	<u>Cubic Yard</u>	<u>\$ 40.00/Cubic Yard</u>
<u>Crushed Rock</u>		

**PAGE 4**

Not Applicable

...

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than ~~the day of a month, the~~ two weeks prior to next scheduled Linn-Mar Community School District normal Board meeting, the Owner shall make payment of the amount certified to the Contractor not later than ~~the day of the month, 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.

**PAGE 5**

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 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 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 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**

Jon Galbraith  
Chief Financial/Operating Officer  
Linn-Mar Community School District  
2999 North Tenth Street  
Marion, IA 52302

...

Rob McComas  
McComas-Lacina Construction  
1310 Highland Court  
Iowa City, IA 52240

...

**§ 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 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™ 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™ 2017, Exhibit A, Insurance and Bonds

...

No Exhibit E Required

...

Exhibit B: Index Sheet of Drawings

PAGE 8

Exhibit C: Table of Contents of Specifications Dated January 9<sup>th</sup>, 2024

...

<u>Addendum 1</u>	<u>January 12, 2024</u>	<u>1 page Addendum Narrative</u> <u>2 pages Specification Sections</u> <u>1 page Drawing Sheets</u>
<u>Addendum 2</u>	<u>January 19, 2024</u>	<u>2 pages Addendum Narrative</u> <u>28 pages Specification Sections</u> <u>12 pages Drawing Sheets</u> <u>3 pages Pre-Bid Conference Documents</u>
<u>Addendum 3</u>	<u>January 24, 2024</u>	<u>6 pages Addendum Narrative</u> <u>135 pages Specification Sections</u> <u>34 pages Drawing Sheets</u>
<u>Addendum 4</u>	<u>January 25, 2024</u>	<u>1 page Addendum Narrative</u> <u>40 pages Specification Sections</u>
<u>Addendum 5</u>	<u>January 26, 2024</u>	<u>1 page Addendum Narrative</u> <u>2 pages Specification Sections</u>

...

[ ☒ ] Supplementary and other Conditions of the Contract:

...

<u>00 73 00</u>	<u>Supplementary Conditions</u>	<u>January 12, 2024</u>	<u>00 73 00-1 to 00 73 00-37</u>
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...

Not Applicable

PAGE 9

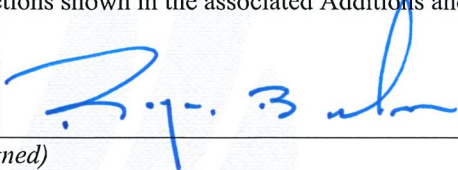
Barry Buchholz Board President

Rob McComas, Principal

## 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 09:59:14 ET on 02/21/2024 under Order No. 4104240405 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

  
(Title)

  
(Dated)

**SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS**

**1. SUMMARY**

- A. Document Includes:
1. Supplementary Conditions.

**2. INTRODUCTION**

- A. The following supplements modify AIA Document A201-2017, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**ARTICLE 1 GENERAL PROVISIONS**

**§ 1.1 Basic Definitions**

Delete last sentence of Section 1.1.1 and add the following:

"The Contract Documents also include the bidding requirements (Notice to Bidders and Instructions to Bidders). Unless specifically enumerated in the Agreement, the Contract Documents do not include sample forms and the Contractor's Bid Form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers."

Modify the second sentence in Section 1.1.8 to read as follows:

"The Initial Decision Maker shall not be liable for results of interpretations or decisions rendered in good faith."

Add Section 1.1.9 to Section 1.1:

**§ 1.1.9 Terms**

The terms indicated below shall be defined as having the meanings assigned to them as follows:

- .1 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- .2 Furnish: To supply and deliver, unload, inspect for damage.
- .3 Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
- .4 Provide: To furnish and install.
- .5 Substitute the word "Architect/Engineer" for "Architect" each time the latter word appears.

**§ 1.2 Correlation and Intent of the Contract Documents**

Add the following sentence to the end of Section 1.2.1:

"In the case of an inconsistency between Drawings and Specifications, or within either Document itself, not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation. In any case of discrepancy, the facts are to be brought to the attention of the Architect for a decision or interpretation."

Add Section 1.2.4 to Section 1.2:

**§ 1.2.4** Sections of Division 1 - General Requirements govern the execution of the Work of all sections of the specifications.

**§ 1.4 Interpretation**

Add Section 1.4.2 to Section 1.4

**§ 1.4.2** In the event of conflicts or discrepancies among the Contract Documents not clarified by Addendum, interpretations will be based on the following priorities:

- .1 Modifications to Contract.
- .2 The Agreement.
- .3 The Supplementary Conditions.
- .4 The General Conditions of the Contract for Construction.

**§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

Delete Section 1.5.1 and substitute the following:

**§ 1.5.1** Design Documents or other Instruments of Service are Owner's exclusive property. Owner retains all common law, statutory and other reserved rights in the Design Documents or other Instruments of Service, including all copyrights in and to Design Documents and other Instruments of Service. Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim copyright in Design Documents or other Instruments of Service. Submittal or distribution to meet official regulatory requirements, or for other purposes in connection with Project are not to be construed as publication in derogation of Owner's reserved rights.

**§ 1.7 Digital Data Use and Transmission**

Delete Section 1.7 text and add Sections 1.7.1:

**§ 1.7.1** The Architect/Engineer may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

**ARTICLE 2 OWNER**

Delete Section 2.1.2.

**§ 2.2 Evidence of the Owner's Financial Arrangements**

Delete entire Section 2.2.

**§ 2.3 Information and Services Required of the Owner**

Modify Section 2.3.3 to read as follows:

"If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect."

Add the following at end of Section 2.3.4:

"The Contractor shall compare information furnished by the Owner (including surveys and soils tests with observable physical conditions) and the Contract Documents, and on the basis of such review, shall report to the Owner and Architect/Engineer any conflicts, errors or omissions. Contractor shall be responsible for



any additional costs, delays, and damages resulting from the Contractor's failure to immediately report any such errors, inconsistencies or omissions it discovers."

Delete Section 2.3.6 and substitute the following:

**§ 2.3.6** The Owner will furnish the Contractor, free of charge, as many copies of Contract Documents as can be allocated for this use from quantities returned by Bidders. Contractor may purchase additional copies at the cost of reproduction, postage, and handling.

## **§ 2.5 Owner's Right to Carry Out the Work**

Delete Section 2.5 text and substitute the following:

"If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period, or such shorter time period as may be reasonable under circumstances, after receipt of written notice from the Owner to the Contractor, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may notify the Surety and request it to assume the obligations of the Contractor within seven (7) days following receipt by Contractor and Surety of written notice or the Owner may, without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from the payments then or thereafter due the Contractor, the cost of correction of such deficiencies, including reasonable attorney's fees and compensation for the Architect/Engineer's additional services incurred as result of such default, neglect or failure. Such action by Owner, and amounts charged to the Contractor are both subject to prior concurrence with Architect/Engineer. If current or future payments thereafter due Contractor are not sufficient to cover such amounts, Contractor, or Surety, shall pay difference to Owner."

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

Add the following at end of Section 3.1.1:

'Contractor shall at request of Owner prior to execution of Agreement and promptly from time to time as requested by the Owner, thereafter furnish Owner an update and current financial statement and/or Contractor Qualification Statement on AIA Document A305.'

Add Section 3.1.2.1 as follows:

**§ 3.1.2.1** The Contractor shall supervise and direct Work in excellent and workmanlike manner, complete the work and everything properly incidental thereto as stated in the Project Manual and Drawings or reasonably implied therefrom and otherwise in accordance with Contract Documents. In no case shall the Contractor proceed with any portion of the Work in any uncertainty.

Add the following at the end of Section 3.1.3:

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. To the extent permitted by law, the Contractor waives any rights, claims, or causes of action against Owner as a result of activities or duties or intentional or negligent misconduct by the Architect in the Architect's administration of the Contract, or representations made by Architect/Engineer in Instruments of Service.

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

Add the following at end of Section 3.2.1:

"The Contractor also represents that all Contract Documents for the Project have been examined; including those intended for work of trades not normally performed by Contractor's own forces, and that they have become thoroughly familiar with all conditions which may pertain to or affect Work under the Contract."

Modify Section 3.2.2 to add the words:

"including any ordering of materials' in line two after the word "Work."

Delete Sections 3.2.3 and 3.2.4 and substitute the following:

**§ 3.2.3** Contractor shall take field measurements and verify Site conditions, and shall carefully compare such field measurements and Site conditions and other information know to Contractor with Contract Documents, before ordering any material or doing any Work at Site.

**§ 3.2.4** Contractor shall make frequent inspections during progress of Work to confirm that Work previously performed by Contractor is in compliance with Contract Documents and applicable laws and regulations bearing on performance of Work and Referenced Standards and that portion of Work previously performed by Contractor or by others are in proper condition to receive subsequent Work

Add Sections 3.2.5 thru 3.2.8 to Section 3.2:

**§ 3.2.5** If Contractor believes that any portion of Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or Owner or its designees acting in capacity of building code inspectors or Referenced Standards, Contractor shall promptly notify Owner and Architect/Engineer of non-compliance as provided in Section 3.2.6 and request direction before proceeding with affected Work.

**§ 3.2.6** Contractor shall promptly notify Owner and Architect/Engineer in writing of any apparent errors, inconsistencies, omission, ambiguities, construction impracticalities or code violations discovered as result of Contractor's review of Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and shall give Owner and Architect/ Engineer timely notice in writing of same and any corrections, clarifications, additional Drawings or Specifications, or other information required to define Work in greater detail or to permit proper progress of Work. Contractor shall provide similar notice with respect to any variance between its review of Site and physical data and Site conditions observed.

**§ 3.2.7** If Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in Contact Documents of which Contractor is aware, or which could reasonably have been discovered by review required by Section 3.2, without promptly written notice to Owner and Architect/Engineer and request for correction, clarification or additional information, as appropriate, Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

**§ 3.2.8** The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, or other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

### **§ 3.3 Supervision and Construction Procedures**

Modify Section 3.3.1 to add the word "written" between the words "timely" and "notice" in line 7.

Add Section 3.3.4 as follows:

**§ 3.3.4** The Contractor acknowledges that it is Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute, the Contractor shall not be entitled to any increase in the Contract Sum.

**§ 3.4 Labor and Materials**

Add the following at end of Section 3.4.1:

"Work required by the Contract Documents to be performed after working hours, or work the Contractor elects to perform after hours shall be completed at no additional cost to the Owner."

Add Sections 3.4.2, 3.4.2.1, 3.4.2.2 and 3.4.2.3 to Section 3.4.2:

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.2.1** After the Contract has been executed, the Architect, Owner, and Contractor shall function as a team to evaluate, review and consider substitution of products in place of those specified under the conditions set forth by the Architect.

**§ 3.4.2.2** After the Contract has been executed, the Owner and Architect/ Engineer may consider requests for the substitution of products in place of those specified. The Owner and Architect/Engineer may, but are not obligated to, consider only those substitution requests that are in full compliance with the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect/ Engineer's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- .4 Agrees that it shall, if the substitution is approved, coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects. [; and]

**§ 3.4.2.3** The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

Add the following to the end of Section 3.4.3:

Persons permitted to perform Work under Contractor or any Subcontractor or Sub-Subcontractor shall meet all employment eligibility, safety training, security or drug/alcohol testing requirements required by law or by Owner. Any person not complying with all such requirements shall be immediately removed from the site.

Add Section 3.4.3.1 to Section 3.4.3:

**§ 3.4.3.1** The Contractor or its Subcontractors (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor or their Subcontractors shall not permit an employee who is a

registered sex offender convicted of a sex offense against a minor to be on real property of the schools of the Owner (District) in accordance with Iowa Code 692A.113. The Contractor further acknowledge and certify by execution of the Contract that services provided under this Contract comply with Iowa Code 692A.113.

### **§ 3.5 Warranty**

Delete Section 3.5.1 and 3.5.2 and add Sections 3.5.1 through 3.5.5:

**3.5.1** Contractor shall warrant to Owner that materials and equipment furnished under Contract will be of good quality and new unless otherwise required or permitted by Contract Documents, that workmanship will be free from defects not inherent in quality required or permitted, that workmanship will comply with all applicable laws, building codes, rules and regulations, and that workmanship will conform to requirements of Contract Documents.

**§ 3.5.2** Contractor's general warranty and any additional or special warranties shall not be limited by Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, nor shall they be limited by any other remedies provided in Contract Documents. Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of Contractor's general warranty or any additional or special warranties required by Contract Documents.

**§ 3.5.3** Contractor shall furnish all special warranties required by Contract Documents to Owner no later than Substantial Completion. Owner may require additional special warranties in connection with approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or acceptance of nonconforming Work pursuant to Article 12.

**§ 3.5.4** In case of Work performed by Subcontractors and where warranties are required, secure warranties from said Subcontractors addressed to and in favor of Owner. Deliver copies of same to Architect/Engineer upon completion of Work. Delivery of said warranties shall not relieve Contractor from any obligations assumed under any other provision of Contract.

**§ 3.5.5** All material, equipment or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4

### **§ 3.6 Taxes**

Delete Section 3.6 text and add Sections 3.6.1 through 3.6.7 to Section 3.6:

**§ 3.6.1** Iowa Use Taxes shall be paid on all supplies and materials used in, and made component parts of, the Project.

**§ 3.6.2** Iowa Sales Taxes shall not be paid on qualified building materials purchased, or withdrawn from inventory, which will be incorporated into real property for the Project.

**§ 3.6.3** The Owner is a designated exempt entity and will complete an online application to register this Contract with the Iowa Department of Revenue and Finance. The Owner will distribute Tax Exemption Certificates and Authorization Letters to the Contractor and all Subcontractors who have been identified at, or before filing of the Performance Bond. Refer to Iowa Department of Revenue and Finance publications available at <http://www.state.ia.us/tax/business/Contr-ExEnt-Index.html>.

**§ 3.6.4** At or before the time the Performance Bond is filed, Contractor shall provide a listing to the Owner identifying all Subcontractors. Listing shall indicate company name, address, telephone number, fax number, contact name, and Employer ID # for Contractor and each Subcontractor. Contractor and Subcontractors shall make copies of the Tax Exemption Certificate and provide to each supplier providing

construction material, a copy of the Tax Exemption Certificate. This Certificate will allow the Contractor and Subcontractors to purchase qualified building materials free from sales tax for the Project. The Tax Exemption Certificate and Authorization Letter have been developed exclusively for this purpose and are applicable only for the specific Project under this Contract.

**§ 3.6.5** Contractor shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this Project.

**§ 3.6.6** The Contractor and subcontractors shall be responsible for keeping records identifying the property purchased exempt from tax and verifying that the property purchased was used in the Contract with Owner. Contractor shall maintain all records, invoices, receipts, or other accounting data regarding material purchases and shall allow, upon written request of Owner, and within reasonable time frame after receipt of such request, Owner to audit such records to verify tax savings. If audit reveals taxes paid or savings not transferred to Owner, Contractor shall be liable to Owner for those amounts and Owner may back charge Contractor for those amounts if balance of funds due and payable remains at time of such discovery.

- .1** Contractor shall require all Subcontractors of any tier to maintain all records, invoices, receipts, or other account data regarding material purchases. Contractor shall collect such records with each application for payment if receives from its Subcontractors and shall maintain such records in same manner and location as Contractor's records.
- .2** Contractor shall ensure its Subcontractors and any lower-tier Subcontractors including these obligations in their contracts and bind themselves in same manner as Contractor is bound to Owner.

### **§ 3.7 Permits, Fees, Notices, and Compliance with Laws**

Delete Section 3.7.1 and substitute the following:

**§ 3.7.1** Unless otherwise specified in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections, including storm water permits, necessary for proper execution and completion of the Work which are legally required when bids are received or negotiations concluded. If applicable, Contractor shall file "Notice of Intent for NPDES Coverage Under General Permit", file and implement "Storm Water Pollution Prevention Plan (SWPPP)", maintain pollution prevention devices, and file "Notice of Discontinuation" upon stabilization of site for storm water run-off associated with Project. Refer to Iowa Department of Natural Resources publications regarding storm water management; available at <http://www.iowadnr.com/water/stormwater/forms.html> or call 515-281-7017 for filing requirements. Contractor shall also pay for governmental inspection fees associated with Storm Water Pollution Prevention Plan.

Delete Section 3.7.3 and substitute the following:

**§ 3.7.3** If the Contractor, or any of its Subcontractors, performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

Modify Section 3.7.4 as follows:

**§ 3.7.4** Add the words ", in writing," in line 11 after the word "Contractor."

**§ 3.7.4** Add the following before the last line: "Failure to properly register a claim within the twenty-one (21) day period shall be grounds for denial of the claim."

Modify Section 3.7.5 by adding the underlined words so the section now reads as follows:

**§ 3.7.5** If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains, burial markers, archeological sites or previously un-delineated wetlands not indicated in the Contract

Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence or good faith belief of such existence of such remains or features may be made as provided in Article 15.

Add Sections 3.7.6 through 3.7.8 to Section 3.7:

**§ 3.7.6** The Contractor shall be responsible for scheduling inspections related to performance of its Work, and shall ensure Work is complete and ready for inspections. Any costs associated with reinspection caused by irregularities, deficiencies or non-conforming Work will be borne by the responsible Contractor, including all architectural and engineering services related to evaluation of problems and development of any acceptable solutions.

**§ 3.7.7** The Contractor shall take note and comply with all governing laws, rules, and regulations affecting the Work. This may include, but is not limited to, such laws, rules, and regulations as:

- .1 Licensing of Contractors for special requirements, eg hazardous waste removal.
- .2 Requirements for special construction permits.
- .3 Exemption from sales tax, if applicable.
- .4 Wage rates and employment requirements when required by law or by Owner.
- .5 Local labor requirements.
- .6 Non-discriminatory hiring practices.

**§ 3.7.8** State of Iowa, its agencies, and its political subdivisions, including cities, school districts and public utilities are required by Iowa Code 73A.21 to require reciprocal resident bidder and resident labor force preference.

**§ 3.7.8.1** “Resident Bidder” means person or entity authorized to transact business in State of Iowa and having place of business for transacting business with state at which it is conducting and has conducted business for at least three (3) years prior to date of first advertisement for public improvement. If another state or foreign country has more stringent definition of Resident Bidder, more stringent definition shall be applicable as to bidders from that state or foreign country.

**§ 3.7.8.2** Resident Bidder shall be allowed preference against nonresident bidder from state or foreign country other than Iowa if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including, but not limited to, any preference to bidders, the imposition of any type of force preference, or any other form of preferential treatment to bidders or laborers from state or foreign country. Preference allowed shall be equal to preference given or required by state of foreign country in which nonresident bidder is resident.

**§ 3.7.8.3** If Contractor is nonresident bidder Contractor is required to specify in Agreement between Owner and Contractor, whether any preference is in effect in nonresident bidder's state or country at time of this bid and identify source of regulations.

### **§ 3.9 Superintendent**

Add the following to the end of the first sentence of Section 3.9.1:

“, including Work of the Contractor's subcontractors”.

Add the following to the end of Section 3.9.1:

"The approved superintendent will work in this position until completion of the Work unless the superintendent shall no longer be in the Contractor's employ or shall be released at the request of the Architect and/or Owner."

Delete Subparagraph 3.9.2 and substitute the following:

**§ 3.9.2** The Contractor shall, within three (3) business days of the Owner's notification of an intent to award the Contract, submit to the Owner, and Architect/Engineer, the name and qualifications of the proposed superintendent(s) for review and approval. Within fourteen (14) days of receipt of the information, the Architect shall notify the Contractor whether the Owner or Architect has reasonable objection to the proposed superintendent. When the superintendent(s) are approved, they shall not be removed without the Owner's written approval which will not be unreasonable withheld. The responsibility of the superintendent is to supervise, schedule, coordinate, and manage field operations.

Add Subparagraph 3.9.3.1 as follows:

**§ 3.9.3.1** The Superintendent or Superintendents shall be thoroughly competent with full experience in all phases of the Work to be performed under this Contract. Anyone not deemed capable of directing all trades involved in the Work shall be replaced or supplemented immediately upon request, by someone who is satisfactory. After a satisfactory superintendent has been assigned, they shall not be withdrawn without the consent of the Architect and/or Owner.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

Delete Sections 3.10.1 and 3.10.2 and substitute the following:

**§ 3.10.1** The Contractor, within fourteen (14) days of award of Contract, shall prepare and submit in its native electronic and graphic format, Owner's and Architect/Engineer's approval Contractor's baseline construction schedule for Work. Schedule shall not exceed time limits current under Contract Documents, shall be revised at appropriate intervals as required by conditions of Work and Project, shall be related to entire Project to extent required by Contract Documents, or as requested by Owner or Architect/Engineer, and shall provide for expeditious and practicable execution of Work.

Schedule at minimum shall demonstrate rate of work (ROW), availability dates, permits, submittals, working drawings, procurement, fabrication, delivery of materials, construction, and other activities necessary to complete Work.

Thereafter, Contractor shall prepared and update construction schedule on at least a monthly basis, if not more frequently at Owner's or Architect's request, to be submitted to Owner in graphic and native electronic format with each Application for Payment. Each update shall include narrative including:

- .1 Description of status of schedule.
- .2 Discussion of current and anticipated delays.
- .3 Discussion of progress of critical path activities.
- .4 Discussion of critical path for remainder of project.
- .5 Listing and discussion of logic changes and duration changes.

**§ 3.10.2** Contractor shall prepare submittal schedule within fourteen (14) days after being awarded Contract and thereafter as necessary to maintain current submittal schedule and shall submit schedule(s) for Architect/Engineer's approval. Architect/Engineer's approval shall not unreasonably be delayed or withheld. Submittal schedule shall:

- .1 be coordinated with Contractor's construction schedule, and;
- .2 allow Architect/Engineer reasonable time to review submittals.

If the Contractor fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

Add Section 3.10.4 as follows:

**§ 3.10.4** The Contractor shall furnish information concerning the Work. This information will include, but not be limited to the following:

Daily: Manpower by craft.

Weekly: Two week look ahead schedule update. Delivery requirements and status of materials.

Monthly: Written report including schedule update as outlined above and cost information.

### **§ 3.11 Documents and Samples of Site**

Delete Section 3.11 text and substitute the following:

Contractor shall maintain at site for Owner one copy of Drawings, Specifications, Addenda, Current Construction Schedule, Change Orders and other Modifications, in good order and marked currently to indicate field and similar required submittals. Contractor shall display current Construction Schedule at site for reference and reliance by Owner and Architect/Engineer. These shall be available to Architect/Engineer and shall be delivered to Architect/Engineer for submittal to Owner upon completion of Work as record of Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

Add the following at end of Section 3.12.5:

“Contractor shall provide Owner and Architect/Engineer with copies of all submittals made to regulatory agencies.”

Add the following at end of Section 3.12.7:

“Contractor shall correct at their cost, and without any adjustment in Contract time, any Work the correction of which is required due to Contractor’s failure to obtain approval of submittal required to have been obtained prior to proceeding with Work, including, but not limited to, correction of any conflicts in Work resulting from such failure.”

Modify Section 3.12.10.1 by adding the word “reasonably” before the word “rely” in line 4.

Add Section 3.12.11 to Section 3.12:

**§ 3.12.11** The Architect/Engineer’s and Consultant’s review of Contractor’s submittals will be limited to examination of an initial submittal and 1 resubmittal. Architect will notify the Contractor before beginning a further review that such review will result in additional cost to the Owner which can be charged back to Contractor. The Contractor shall reimburse the Owner for amounts paid to the Architect/Engineer for evaluation of additional resubmittals.

### **§ 3.13 Use of Site**

Add Sections 3.13.1, 3.13.2, and 3.13.3 to Section 3.13:

**§ 3.13.1** Except as may be specifically provided in Contract Documents, Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor’s use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor’s use of such facilities.

**§ 3.13.2** Contractor shall perform Work so as to cause minimum of inconvenience to and interruption of Owner’s operations Any and all interruptions of operations of Owner necessary for performance of Work



shall be noted in progress schedule and Contractor shall additionally give Owner sufficient advance notice of such interruption as to allow Owner to adjust operations accordingly. Contractor's failure to give Owner timely notice of such intentions shall place responsibility of any resulting delays or additional costs solely on Contractor.

**§ 3.13.3** Contractor shall not bring or permit any subcontractor, supplier or anyone else for whom Contractor is responsible, to bring on site any asbestos, PCB's, petroleum, hazardous waste, or radioactive materials (except for proper use in performing Work).

### **§ 3.15 Cleaning Up**

Delete Section 3.15 title above and substitute the following:

### **§ 3.15 Cleaning Up, Working Hours, and Noise Ordinance**

Delete Sections 3.15.1 and 3.15.2 and substitute the following

**§ 3.15.1** Work shall be performed in accordance with Contract Documents, Applicable Building Codes, and other applicable law governing Contractor's performance of Work. No delays resulting from compliance with applicable laws or regulations may form basis for any claim by Contractor for delay damages or additional compensation or for any extensions of Contract Time. Contractor shall not permit work outside of hours established in Contract Documents on Saturday, Sunday or State or federal holiday without written consent of Owner, given after prior written notice to Architect/Engineer and any other applicable consultants; such consent, if given, may be conditioned upon payment by Contractor of Owner's, Architect/Engineer's and any other applicable consultants' additional costs and fees, testing or regulatory agency costs incurred in monitoring such off-hours Work. Contractor shall notify Owner as soon as possible if Work must be performed outside of such times in interest of safety and protection of persons or property at Site or adjacent thereto, or in event of emergency. In no event shall Contractor permit Work to be performed at Site without presence of Contractor's superintendent and person responsible for protection of persons and property at Site and compliance with all applicable laws and regulations, if different from superintendent.

**§ 3.15.2** Contractor shall comply with any applicable Noise Ordinances and any successor or substitute provisions covering regulation of noise levels. It shall be the duty of Contractor to familiarize themselves with those provisions and perform Work in compliance with those provisions.

Add Section 3.15.3 to Section 3.15:

**§ 3.15.3** Contractor shall keep Site and adjacent areas free from accumulation of waste materials or rubbish caused by operations under Contract, and shall keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If Contractor fails to do so in manner reasonably satisfactory to Owner or Architect/Engineer within forty-eight (48) hours after notice or as otherwise required by Contract Documents, Owner may clean Site and back charge Contractor for all costs associated with cleaning. Contractor shall keep premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under Contract. At completion of Work, Contractor shall remove waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials from and about Project.

### **§ 3.17 Royalties, Patents and Copyrights**

Insert the words "reasonably suspected or" in line six of Section 3.17 after the word "is" and before the word "discovered."

### **§ 3.18 Indemnification**

Delete Section 3.18.1 and substitute the following:

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Owner, Architect, Architect's consultants, its agents, representatives, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from or in connection with performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.

Add Section 3.18.3 to Section 3.18:

**§ 3.18.3** If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the Owner shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and expenses incurred by the Owner during pre-suit collection attempts, suit and post judgment or settlement collection, including those incurred on appeal.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

Delete Section 4.1.1 and substitute the following:

The "Architect" is defined in this Contract as the Engineer or Architect lawfully licensed by the State to practice architecture or engineering or an entity, licensed by the State to lawfully practice architecture or engineering identified as such in this Contract and as is referred to throughout the Contract documents as if singular in number. The term "Engineer," "Architect/Engineer," "Engineer/Architect," "Architect's authorized representative," "Engineer's authorized representative," or "Architect/Engineer's authorized representative" shall mean "Architect" as defined in this paragraph.

### **§ 4.2 Administration of the Contract**

Delete Section 4.2.2 and substitute the following:

#### **§ 4.2.2**

The Architect, as a representative of the Owner, shall attend all official construction meetings and visit the site while Work is in progress not less than bi-weekly, or as required or otherwise mutually agreed to by the parties in the Owner/Architect agreement, to observe and evaluate the site and the Work; to become familiar with the progress and quality of the Work; and to determine whether the Work evaluated and observed is proceeding in accordance with the Contract Documents and construction schedule and whether there are defects or deficiencies in the Work evaluated and observed.

Add Section 4.2.2.1 to Section 4.2.1:

**§ 4.2.2.1** The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for site visits made necessary by the fault of the Contractor or by defects and deficiencies of the Work.

Delete Section 4.2.3 and substitute the following:

**§ 4.2.3** On the basis of on-site observations and evaluations, the Architect shall keep the Owner reasonably informed of the progress and quality of the Work and its conformance with the Contract Documents and the construction schedule. The Architect will provide the Owner with a field observation report within five (5) working days of each visit and construction update minutes as the Project progresses. The Architect shall report to the Owner (1) known deviations from the Contract Documents and from the most recent

construction schedule submitted by the Contractor and (2) defects and deficiencies observed in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

Delete Section 4.2.4 and substitute the following:

**§ 4.2.4 Communications**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall include the Architect in communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any relevant direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**Section 4.2.4; Add the following subparagraphs:**

"4.2.4.1 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. Any notice or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the agreement (or at such other office as the contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-paid envelope or delivered with charges prepaid to any telegraph company for transportation, in each case addressed to such office."

"4.2.4.2 All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the office of OPN Architects, Inc., 200 Fifth Avenue S.E., Suite 201, Cedar Rapids, Iowa 52401 and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner may subsequently specify in writing to the Contractor for such purpose."

"4.2.4.3 Any such notice shall be deemed to have been given as of the time of actual delivery of (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be."

Add Section 4.2.7.1 to Section 4.2.7:

**§ 4.2.7.1** In no case will the Architect/Engineer's review period on any submittal be less than fifteen (15) days after receipt of the submittal from the Contractor.

Add Section 4.2.14.1 to Section 4.2.14:

**§ 4.2.14.1** Contractor's requests for information shall be prepared and submitted in accordance with Division 1 General Requirements sections on form acceptable to Architect/Engineer. The Architect/Engineer will return without action requests for information that does not conform to requirements of the Contract Documents. In no case will Architect/Engineer's review period on any submittal be more than fifteen (15) days after receipt of the submittal from the Contractor.

**ARTICLE 5 SUBCONTRACTORS**

**§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

In the 2<sup>nd</sup> line of Section 5.2.1, after the word "Contractor", delete the phrase "as soon as practicable after award of the Contract", and insert the phrase "within ten (10) days after the date of the notice of award of the Contract".

Add the following to the end of Section 5.2.1:

"A list of Subcontractors shall be submitted in duplicate on AIA Document G805, 2001 Edition. Contractor shall update this list throughout Project and keep Owner and Architect/Engineer advised of any new subcontractors employed."

Add Section 5.2.5 to Section 5.2:

**§ 5.2.5 Manufacturers and Fabricators**

**§ 5.2.5.1** Not later than thirty (30) days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect/ Engineer the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable the name of the installing Subcontractor. The Architect/Engineer may reply within fourteen (14) days to the Contractor in writing stating:

- .1 whether the Owner or the Architect/Engineer has reasonable objection to any such proposed person or entity, or
- .2 that the Architect/Engineer requires additional time to review.

Failure of the Owner or Architect/Engineer to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

**§ 5.2.5.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.5.3** If the Owner or Architect/Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect/Engineer has no reasonable objection. If the proposed but rejected manufacturer or fabricator was reasonable capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute manufacturer's or fabricator's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.5.4** The Contractor shall not substitute a person or entity previously selected if the Owner or Architect/Engineer makes reasonable objection to such substitution.

**§ 5.4 Contingent Assignment of Subcontracts**

Delete Section 5.4.2 in its entirety.

**ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**§ 6.1 Owner's Right to Perform Construction and to Award Separate Contractors**

Add the following to the end of Section 6.1.1

The Contractor shall give notification of the potential of a claim in writing to the Owner and/or Separate Contractor within forty-eight (48) hours of the occurrence or discovery of the potential of an occurrence of the delay or action that will result in making a claim.

**§ 6.2.2** Delete the last sentence of Section 6.2.2 and insert the following to the end of section:

“, except as to defects not then reasonably discoverable.”

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

Add the following at end of Section 7.1.1:

“No claim for an addition to the maximum Contract sum shall be considered a valid claim unless a written change order procedure is followed as outlined in this Section. Verbal authorization for changes must be supported by written approval before being considered valid.”

Add Section 7.1.4 to Section 7.1:

**§ 7.1.4** The combined overhead and profit included in the total cost to the Owner for a change in the Work, whether by Change Order or Construction Change Directive shall be based on the following schedule, except that the percentages may be adjusted to reflect differences for different trade practices if satisfactorily substantiated to Architect:

- .1** Ten percent (10%) if Work is performed by the Contractor, five percent (5%) if Work is performed by Subcontractor or Sub-subcontractor.
- .2** Five percent (5%) if Work is performed by Subcontractor or Sub-subcontractor. Subcontractor and Sub-subcontractor's total aggregate shall not exceed ten percent (10%) percent of the cost.
- .3** Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.
- .4** On Work deleted from the Contract, credit to the Owner shall be the Architect/Engineer approved net cost plus one-half ( $\frac{1}{2}$ ) of the overhead and profit percentage noted above.
- .5** In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner described above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

### **§ 7.2 Change Orders**

Add Section 7.2.2 to Section 7.2:

**§ 7.2.2** Contractor shall submit change proposals covering contemplated Change Order within ten (10) days after request of Owner, or Architect/Engineer or within ten (10) days after event giving rise to Contractor's claim for change in Contract Sum or Contract Time. No increase in Contract Sum or extension of Contract Time will be allowed Contractor for cost or time involved in making change proposals. Change proposals shall define or confirm in detail Work which is proposed to be added, deleted, or changes and shall include any adjustment which Contractor believes to be necessary in (i) Contract Sum, (ii) Contract time. Any proposed adjustment shall include detailed documentation including, but not limited to; cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of ten percent (10%) if Work is performed by Contractor, or five percent (5%) if Work is

performed by Subcontractor or Sub-subcontractor. Subcontractors and Sub-subcontractors overhead and profit in turn shall not exceed total aggregate of ten percent (10%).

Change proposals shall be binding upon Contractor and may be accepted or rejected by Owner at their discretion. Owner may, at their option, instruct Contractor to proceed with Work involved in change proposal in accordance with this section without accepting change proposal in its entirety.

Add Sections 7.2.3 and 7.2.4 to Section 7.2 as follows:

**§ 7.2.3** If the Owner determines that a change proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.

**§ 7.2.4** The forms used to process a Change Order will include AIA Document, G701 Change Order.

### **§ 7.3 Construction Change Directives**

Add the following at end of Section 7.3.2:

“; upon prior written approval from Owner”.

Add the words “Owner and the” in line two of Section 7.3.4 after the word “the” and before the word “Architect.”

## **ARTICLE 8 TIME**

### **§ 8.1 Definitions**

Add the following at end of Section 8.1.2:

“or the date of the Notice to Proceed, whichever occurs later”.

### **§ 8.2 Progress and Completion**

Add the following at end of 1<sup>st</sup> sentence of Section 8.2.2:

“, or prior to approval of Certificates of Insurance, and Additional Insured Endorsement and Notice of Cancellation Endorsement required to be submitted to Owner under Contract”.

Add the following at end of Section 8.2.3:

“If Contractor’s Work shall fall behind schedule for reasons that are not excused under terms of Contract, Contractor shall add additional workers or shifts, and/or work overtime as necessary to maintain Construction Schedule”.

Add Section 8.2.4 through 8.2.8 to Section 8.2’.

**§ 8.2.4** Contractor shall conform to most recent approved Construction Schedule. Contractor shall complete indicated Work or achieve required percentage of completion, as applicable, within any interim completion dates established in most recently approved Construction Schedule.

**§ 8.2.5** Contractor shall maintain at Site, available to Owner and Architect/ Engineer for their reference during progress of Work, a copy of approved Construction Schedule and any approved revisions thereto. Contractor shall keep current records of, and mark on copy of approved Construction Schedule actual commence date, progress, and completion date of each scheduled activity, indicated on Construction Schedule.

**§ 8.2.6** Contractor represents that their Bid includes all costs, overhead and profit which may be incurred throughout Contract Time and period between Substantial and Final Completion. Accordingly, Contractor shall not make any claim for delay damages based in whole or in part on premise that Contractor would have completed Work prior to expiration of Contract time but for any claimed delay.

**§ 8.2.7** If Contractor's progress is not maintained in accordance with approved Construction Schedule, or the Owner determines that Contractor is not diligently proceeding with Work or has evidence reasonably indicating that Contractor will not be able to conform to most recently approved Construction Schedule, Contractor shall, promptly and at no additional cost to Owner, take all measures necessary to accelerate its progress to overcome delay and ensure that there will be no further delay in progress of Work and notify Owner.

**§ 8.2.8** Owner reserves right to issue written directive to accelerate Work that may be subject to an appropriate adjustment, if any, in Contract Sum. If Owner requires an acceleration of Construction Schedule and no adjustments are made in Contract Sum, or if Contractor disagrees with any adjustment made, Contractor shall file claim as provided in Article 15 or same will be deemed to be conclusively waived.

### **§ 8.3 Delays and Extensions of Time**

Delete the words "labor dispute" and add the words "excusable weather delays as defined in Section 15.1.5.2," between the words "fire" and "unusual" in 3<sup>rd</sup> line of section 8.3.1.

Add the following at end of Section 8.3.1:

"A time extension shall be Contractor's only remedy and compensation for all such delays other than those resulting from the acts of negligence of the Owner, the Architect/Engineer, or the Owner's separate contractors. For proven Owner Caused Delays, the Contractor may recoup the actual costs resulting from such delays, but not for any additional profit or fee."

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.2 Schedule of Values**

In the 1<sup>st</sup> sentence, add the words "thirty (30) days" between the words "Architect," and "before".

### **§ 9.3 Applications for Payment**

Delete Section 9.3.1 and substitute the following:

**§ 9.3.1** At least thirty (30) days before the date established for each progress payment, Contractor shall submit to Architect/Engineer an itemized Application for Payment for operations completed in accordance with Schedule of Values. Such application shall be notarized, supported by such data substantiating Contractor's right to payment as Owner or Architect/Engineer may require, such as copies of requisitions and release of claims from Subcontractors and suppliers. Applications for Payment shall clearly reflect retainage of five percent (5%) of the total amount due to the Contractor which shall be retained by the Owner.

Once Application is approved by Architect/Engineer, Application for Payment will be submitted to Owner for its approval at its next regularly scheduled meeting. The Application must be received at the Owner's office in accordance with Owner's outlined procedures as applicable. Unless notified otherwise, the Application shall be received by Owner at least one week prior to scheduled meeting for it to be included in that meetings scheduled business.

The form of Application for Payment, duly notarized, shall be current authorized edition of AIA Document G702-1992, Application and Certification for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

Modify Section 9.3.1.2 by inserting the following the word "Payments" in line 1: "must be consistent with the approved Schedule of Values and".

Add Sections 9.3.1.3 through 9.3.1.5 to Section 9.3.1:

**§ 9.3.1.3** Until Substantial Completion the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments.

**§ 9.3.1.4** The Owner's release of retained funds and final payment to the Contractor shall be made in accordance with Iowa Code Chapters 26 and 573 provisions.

**§ 9.3.1.5** Progress Payments shall be made monthly upon application. Monthly estimates will be paid to the Contractor as the Work progresses in amounts equal to ninety-five percent (95%) of the Contract value of the Work completed during preceding calendar month, including actual cost of materials and equipment of permanent nature to be incorporated in the Work, and delivered to and stored at the job site. Such monthly payments shall in no way be construed as an act of acceptance for any part of the Work, partially or totally completed. The Contractor shall submit a final application for payment of retainage at conclusion of Project. Final payment of five percent (5%) due the Contractor will be paid not earlier than thirty-one (31) days from date of final acceptance of Work by Owner, and after receipt of satisfactory evidence that all claims pertaining to such Contract have been paid in full as approved in Contract Documents for said Work.

#### **§ 9.5 Decisions to Withhold Certification**

Add following at end of Section 9.5.1:

- .8** Service work not attended to;
- .9** Evidence of lack of careful workmanship;
- .10** Unworkmanlike or over expeditious construction;
- .11** Lack of attention to special field duties specified.

Delete Section 9.5.4 in its entirety and replace with the following:

**§ 9.5.4** The Contractor shall make accessible and available to the Architect all labor, material, and equipment accounts related to the work in question, insofar as they may in any way affect a disputed amount due the Contractor from the Owner.

#### **§ 9.6 Progress Payment**

Add the words "following Board approval" between the words "payment" and "in" in 1<sup>st</sup> line of Section 9.6.1.

Add Section 9.6.1.1 to 9.6.1 as follows:

**§ 9.6.1.1** Owner will, within thirty (30) days of presentation to them of Notarized Certificate for Payment, pay Contractor progress payment on basis of approved Application for Payment. Laws of State of Iowa shall be followed regarding Contractor Payment, with a five percent (5%) retainage held from each progress payment. Final payment shall be made no sooner than thirty-one (31) days following final approval and acceptance of completed Project.

Delete Paragraph 9.6.4 and substitute the following:

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days,



the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Regardless of any requests made pursuant to this section, neither the Owner nor Architect/Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

**§ 9.6.8** Modify Section 9.6.8 by deleting the word “lien” throughout and replacing it with the words “Iowa Code Chapter 573.”

Add Section 9.6.8.1 to Section 9.6 as follows:

**§ 9.6.8.1** Payment to Contractor will be made by Owner from cash on hand from such sources as may be legally available.

### **§ 9.7 Failure of Payment**

Delete last sentence of Section 9.7 and revise Paragraph 9.7 as follows:

In the first line, change “...seven days...” to “...fifteen (15) days...”.

In the second line, change “...seven days...” to “...fifteen (15) days...”.

### **§ 9.8 Substantial Completion**

Add the following at end of Section 9.8.1:

“, subject only to completion of minor punch list items, the absence of completion of which does not interfere with Owner’s intended use of Project. The Contractor assumes the responsibility for notifying the Architect in writing when the Project is complete and ready for inspection and review by Architect. This letter to the Architect shall include the date after which the Contractor will be ready for final review and inspection. Designated portions of the Work will be reviewed separately.”

Add Section 9.8.3.1 to Section 9.8.3:

**9.8.3.1** The Architect/Engineer will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for any additional inspections.

Add Sections 9.8.6 through 9.8.9 to Section 9.8:

**§ 9.8.6** The Certificate of Substantial Completion and accompanying punch list must be submitted to the Owner and Contractor for execution, which, when signed, will constitute their written acceptance of responsibilities assigned to them in such Certificate. Contractor must make all corrections on the punch list prior to notifying Architect of its completion as outlined in Section 9.10. The Contractor shall reimburse Owner for any Architect/Engineer’s Additional Services and/or attorney’s fees incurred as result of Contractor’s failure to finally complete Work within sixty (60) days after date specified in Contract Documents for Project Substantial Completion, or subsequently modified by Change Order or dates established in the Certificate of Substantial Completion. Reimbursement for these additional services will be deducted by the Owner from the amounts due the Contractor and paid directly to the Architect/Engineer. For purposes of this Paragraph “incurred as result of” includes any Architectural fees charged to Owner as Additional Fees under contract due to fact that services were performed sixty (60) days (or some other amount of time specified in Architect/Engineer Agreement) after Substantial Completion. Nature of services performed (and whether they would have otherwise been performed as normal closeout services at some point under Basic Services) is not relevant to Contractor’s obligations for reimbursement under this section if contract between Owner and Architect/Engineer states that any services and related fees are defined as Additional Services solely because they were performed more than sixty (60) days (or some other amount of time specified in Owner/Architect/Engineer Agreement) after Substantial Completion.

**§ 9.8.7** Upon achieving Substantial Completion, as defined by Iowa Code law, the Contractor may request release of all or part of retained funds being held on the Project. Remaining retained funds shall not become due until the Contractor submits to the Architect/Engineer:

- .1 Sworn statement that ten (10) calendar days prior to filing request for release of retained funds, a notice was given to all known subcontractors, sub-subcontractors, and suppliers that Contractor was requesting release of retained funds. The notice shall be substantially similar to the following:

*"Notice of Contractor's Request for Early Release of Retained Funds"*

*"You are hereby notified that [name of contractor] will be requesting an early release of funds on a public improvement Project designated as [name of project] for which you have or may have provided labor or materials. The request will be made pursuant to Iowa Code section 26.13. The request may be filed with the [name of public entity] after ten (10) calendar days from the date of this notice. The purpose of the request is to have [name of public entity] release and pay funds for all work that has been performed and charged to [name of public entity] as of the date of this notice. This notice is provided in accordance with Iowa Code section 26.13."*

- .2 Itemized list of Work left to complete, including estimated value of labor and materials.
- .3 Itemized list of Iowa Code Chapter 573 claims currently on file at time request for release of retained funds is received.
- .4 Written confirmations from governmental agencies that all permit and inspection fees, including SWPPP inspections fees have been paid by Contractor.
- .5 Operation, Maintenance, and Warranty Manuals and Record Drawings and Specifications.

**§ 9.8.8** If proper documentation requested in Subparagraph 9.8.7 is received from Contractor, Owner shall make payment due Contractor at Owner's next monthly board meeting or within thirty (30) days, whichever is less, except the Owner may retain the following to the extent authorized by law:

- .1 An amount equal to two hundred percent (200%) of the value of labor and materials yet to be provided on the Project as determined by the Owner and its authorized contract representative. For purposes of this Section, "authorized contract representative" means the Architect. Final values to be withheld shall be determined by the Architect/Engineer based on initial estimates provided by Contractor and Architect/Engineer's on-site visits and observations.
- .2 Double the amount of any Iowa Code Chapter 573 claims currently on file.
- .3 An amount equal to one-half percent (½) of the total value of the Project for Operation, Maintenance, and Warranty Manuals and Record Drawings and Specifications not submitted ten (10) days prior to Substantial Completion inspection.

**§ 9.8.9** If the Owner withholds any amounts of retained funds, the Architect/ Engineer, on behalf of the Owner, shall provide an itemization and list of reasons why amounts are being withheld within thirty (30) calendar days of receipt of request.

Add the Sections 9.8.10 through 9.8.13 as follows:

**§ 9.8.10** Warranties required by the Contract Documents will commence on the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion or the Contract Documents.

**§ 9.8.11** Upon execution of the Certificate of Substantial Completion, the Contractor will deliver custody and control of such Work to the Owner. The Owner will thereafter provide the Contractor reasonable access to such Work to permit the Contractor to fulfill the correction, completion and other responsibilities remaining under the Contract and the Certificate of Substantial Completion.

**§ 9.8.12** Unless otherwise provided in the Certificate of Substantial Completion, the Contractor must

complete or correct all items included in the final Punch List within sixty (60) days, subject to the availability of special order parts and materials, after the Date of Substantial Completion.

**§ 9.8.13 Closeout Documentation**

Not later than ten (10) days after the date of Substantial Completion, the Contractor shall furnish to the Architect/Engineer all Closeout Documentation identified in General Requirements (Division 1 of the Specifications). Except with the consent of the Owner, the Architect/Engineer will perform Closeout Documentation review only during the sixty (60) day period following Substantial Completion. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect/Engineer for additional reviews beyond the sixty (60) day time period identified.

**§ 9.8.14** At the time of Substantial Completion, in addition to removing rubbish and leaving the building "broom clean," the Contractor must replace any broken or damaged materials, remove stains, spots, marks and dirt from decorated Work, clean all fixtures, vacuum all carpets and wet mop all other floors, replace HVAC filters, clean HVAC coils, and comply with such additional requirements, if any, which may be specified in the Contract Documents.

**§ 9.10 Final Completion and Final Payment**

Delete Sections 9.10.1 through 9.10.5.

Add Sections 9.10.1 and 9.10.1.1 as follows:

**§ 9.10.1** When Contractor has completed or corrected all items on final Punch List and considers that Work is complete and ready for final acceptance, Contractor shall give written notice to Owner and Architect/Engineer and request final inspection of Work as provided in Section 9.10.2. Contractor's notice and request for final inspection shall be accompanied by final Application for Payment and Submittals required by Section 9.10.3.

**§ 9.10.1.1** The Architect/Engineer will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for any additional inspections.

Add Sections 9.10.2 as follows:

**§ 9.10.2** Upon receipt of Contractor's notice and request for final inspection, Owner and Architect/Engineer shall promptly make such inspection and, when Owner and Architect/Engineer concur that Work has been fully completed and is acceptable under Contract Documents, Architect/Engineer will issue Certificate of Final Completion to Owner. Contractor's notice and request for final inspection constitutes representation by Contractor to Owner and Architect/Engineer that the Work has been completed in full and strict accordance with terms and conditions of Contract Documents. Architect/Engineer will promptly notify Contractor if Owner and Architect/Engineer do not concur that Work is finally complete. In such case, Contractor shall bear cost of any additional services or inspection of Owner or Architect/Engineer until Work is determined to be finally complete.

Add Section 9.10.2.1 to Section 9.10.2:

**§ 9.10.2.1** The Contractor shall provide Project Record Documents, Operation and Maintenance Manuals, Instruction to Owner's personnel, Final Cleaning and other closeout procedures specified elsewhere.

Add Section 9.10.3 as follows:

**§ 9.10.3** Final Payment will be made no earlier than thirty-one (31) days following approval of School Board at regularly scheduled meeting, receipt of all Chapter 573 Claim Releases (equivalent of lien waivers under Iowa law for public improvement projects), Sales Tax Information, and all other required closeout

documents, and are subject to conditions of and in accordance with provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26. Owner may withhold from final payment any and all amounts required to reimburse Owner for all costs, fees (including reasonable attorney's fees) incurred as result of any Chapter 573 Claims filed on Project. Neither final payment nor any remaining retained percentage will become due until Contractor submits following documents to Architect/Engineer.

- .1 Affidavit that payrolls, bills for materials and equipment, and other indebtedness with Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner), have been paid or otherwise satisfied, submitted on AIA Document G706, Affidavit of Payment of Debts and Claims (latest edition) or such other form as may be prescribed by Owner;
- .2 Release or waiver of liens and Iowa Code Chapter 573 claims on behalf of Contractor and similar release or waiver on behalf of each Subcontractor and supplier, accompanied by AIA Document G706A, Affidavit of Release of Liens (latest edition) or such other form as may be prescribed by Owner;
- .3 Certificate evidencing that Contractor's liability insurance and Performance Bond remain in effect during one-year correction period following Substantial Completion as set forth in Section 12.2.2.1 and 12.2.2.2;
- .4 Written statement that Contractor knows of no substantial reason that insurance will not be renewable to cover period required by Contract Document(s);
- .5 Consent of surety to final payment submitted on AIA Document G707 (latest edition) or other form prescribed by Owner;
- .6 Other data required by Owner establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claims, security interests or encumbrances arising out of Contract, to extend and in such forms as may be prescribed by Owner;
- .7 Certified building location survey and as-built site plan in form and number required by Contract Documents
- .8 All warranties and bonds required by Contract Documents; and
- .9 Record Documents and return of Contract Documents as provided therein.

Add Section 9.11 to Article 9:

#### **§ 9.11 ASSIGNMENT**

**§ 9.11.1** No assignment by the Contractor of any principal contract or any part thereof, or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in the Assignment Contract, the following language must be set forth:

"It is agreed that the funds to be paid to the Assignee under this Assignment are subject to prior lien/Iowa Code Chapter 573 claims for services rendered on materials supplied for the performance of all work called for in said Contract, in favor of all persons, firms or corporations rendering such services supplying such materials."

#### **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

##### **§ 10.2 Safety Precautions and Programs**

Add sub-paragraph 10.1.1 as follows:

"10.1.1 Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards parts 1910 and 1926 as amended and as enforced by the State of Iowa."

##### **§ 10.2 Safety of Persons and Property**

Add the following text to Sub-paragraph 10.2.2:

Contractors shall also comply with the Iowa Smoke Free Air Act while on Owner Property and shall not smoke any tobacco product while on Owner property. For purposes of this subparagraph, Owner property shall include inside private Contractor or employee owned vehicles while parked on Owner property.

Add Section 10.2.4.1 to Section 10.2.4:

**§ 10.2.4.1** When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

Add Section 10.2.5.1 to Section 10.2.5:

**§ 10.2.5.1** Contractors required remedial action for damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 shall repair the damaged materials and surfaces to their original condition, or better, to the satisfaction of the Owner. All such repairs are the responsibility of the Contractor and shall be accomplished at no additional cost to the Owner.

Add Section 10.2.9 to Section 10.2:

**§ 10.2.9** Contractor shall at all times, protect the excavation, trenches and/or the buildings from damage or rain water, spring water, ground water, backing up of drains, or sewers, etc. Provide all pumps, equipment, and enclosures to give this protection.

Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations free of water.

Contractor shall provide all shoring, bracing, and sheeting as required for safety and for the proper execution of the Work. Remove when work is completed.

At end of day's work, all new work likely to be damaged shall be covered. During cold weather protect all work from damage. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, work shall cease after notifying Architect/Engineer. All other protective measures not mentioned above which may be required shall be furnished by the particular Contractor responsible for such protection.

### **§ 10.3 Hazardous Materials and Substances**

Modify Section 10.3.1 by deleting the word "notify" in line six and replacing it with the words "report the condition in writing to".

### **§ 10.4 Emergencies**

Delete Section 10.4 and substitute the following:

In an emergency affecting safety of persons or property, the Contractor must take all necessary action, without the necessity for any special instruction or authorization from the Owner or Architect, to prevent threatened damage, injury or loss. The Contractor must promptly, but in all events with twenty-four (24) hours of the emergency, report such action in writing to the Owner and Architect. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accord with Articles 7, 8 and 15. The Contractor must file any such request within ten (10) days of the emergency or it is deemed waived. Any adjustment in the Contract Sum or Contract time shall be limited to the extent that the

emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

Section 11.1.1 shall be deleted and replaced with the Appendix to these Supplementary Conditions, which is at the end of this section and incorporated by reference herein.

Section 11.1.2 shall be deleted and replaced with the following:

11.1.2 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

- .1 The Contractor shall deliver the required bonds to the Owner not later than ten (10) days following the date the Agreement is entered into, or, if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- .2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- .3 The Contractor shall require the bonding company to be registered with authority to transact business in State of Iowa.

### **§ 11.2 Owner's Insurance**

Add the following sentence to Section 11.2.1:

Owner's "all risk" insurance will be provided by Owner with customary exclusions of certain perils.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

Add the words "upon written authorization from Owner" between the words "Architect" and "be uncovered" in 2<sup>nd</sup> line of Section 12.1.1.

Add the words "upon written authorization from Owner" between the words "any request" and "to see" in 2<sup>nd</sup> line of Section 12.1.2.

### **§ 12.2.1 Before Substantial Completion**

Delete Section 12.2.1 and substitute the following:

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

Delete Section 12.2.2.1 and substitute the following:

**§ 12.2.2.1** In addition to Contractor's obligations under Section 3.5, if, within two (2) years after date of Final Completion of Work or designated portion thereof or after date of commencement of warranties established under any other provision of Contract Documents, or by terms of an applicable special warranty required by Contract Documents, any of Work is found not to be in accordance with requirements of Contract

Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of condition. Before commencing correction of Work, Contractor shall submit to Owner written description of their proposed repairs. This proposal shall be approved by Design Professional before Contractor commences repair. Once Contractor has completed repair work, they shall notify Owner and Design Professional who shall promptly review corrected work. If Design Professional or Owner rejects corrected Work, Contractor shall continue with repairs until such time as Design Professional and Owner accept corrected Work. Where Contractor corrects defective Work during initial two (2) year period after Final Completion, if Owner discovers defects in corrected Work within one (1) year after repairs are made, then Contractor shall be obligated, upon written notice from Owner, to correct such defects within one (1) year from date that repairs were made.

Modify Section 12.2.2.2, line 1 from "one year" to "two (2) years."

Modify Section 12.2.2.3, line 1 from "one year" to "two (2) years."

Modify Section 12.2.5, line 2 from "one year" to "two (2) years."

Add Section 12.2.6 to Section 12.2 as follows:

**§ 12.2.6** If Contractor fails or refuses to correct Work in accordance with their obligations under Contract Documents after written notice from Owner, then Owner may correct Work and Contractor shall be liable for costs to correct Work, any related architectural, engineering or other consulting costs, attorney's fees and expenses, and fines or penalties, if any. Any amounts due to Owner from Contractor under this Section may be withheld from balance of Contract Sum not yet paid.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

Delete Section 13.1 and substitute the following:

#### **§ 13.1 Governing Laws**

The Contractor shall be governed by the laws of the State of Iowa.

Add Section 13.1.1 to Section 13.1 as follows:

**§ 13.1.1** Compliance with Law Provision: the Contractor agrees that it will comply with all applicable Federal, State and local laws, statutes, codes, rules, and regulations having jurisdiction over the Project. Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards, as amended and as enforced by the State of Iowa.

### **§ 13.2 Successors and Assigns**

Delete Section 13.2.2.

### **§ 13.4 Tests and Inspections**

Add the following after the 2<sup>nd</sup> sentence in Section 13.5.1:

"Contractor shall schedule all tests, inspections, or specific approvals required by law or Contract Documents so as to avoid any delay in Work."

Delete last 2 sentences of Section 13.4.1.

Add Section 13.4.7 to Section 13.4.

**§ 13.4.7** In addition to tests required by Section 13.5, Owner may at any time arrange for other tests, inspections and specific approvals to be performed by others selected by Owner, at Owner's expense. Contractor shall cooperate with Owner and provide access to Work for such tests, inspections and approvals.

**§ 13.5 Interest**

Delete Section 13.5 text and substitute the following:

"Payments due and unpaid under Contract Documents shall bear interest from date payment is due and shall bear interest at rate established in Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less."

Add Sections 13.6 through 13.11 to Article 13:

**§ 13.6 Owner's Right to Occupy**

Owner shall have the right to occupy, without prejudice to rights of either party, any completed or largely completed portion of structure or Work, notwithstanding the fact that time for completing entire Work, or such portion thereof, may not have expired. Such occupancy and use shall not be an acceptance of Work taken or used.

**§ 13.7 Rebates**

Owner shall have the right to apply for, and secure all rebates which are available when Bids are received. Contractor shall provide invoices, itemizations, and cooperation to the Owner in this regard.

**§ 13.8 Conformance with Laws**

The Contractor shall conform with provisions of Federal Civil Rights Act, the Code of Iowa, Chapter 216 Civil Rights Commission and rules and regulations adopted thereto by the Iowa Civil Rights Commission. The Contractor shall comply with applicable federal, state, and local laws, rules, regulations, ordinances, policies and procedures, including Owner's policies and procedures, and Iowa Smoke Free Air Act. The Contractor shall require similar clauses in all of their subcontracts for service or materials.

**§ 13.9 Equal Opportunity**

**§ 13.9.1** The Contractor shall maintain policies of employment as follows:

**§ 13.9.1.1** The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, national origin, ancestry, familial status, age, mental or physical disability, sexual orientation, gender identity, genetic information or any other protected class under state or federal law. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, religion, color, sex or national origin, ancestry, familial status, age, mental or physical disability, sexual orientation, gender identity, genetic information or any other protected class under state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

**§ 13.9.1.2** The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex, national origin, ancestry, familial status, age, mental or physical disability, sexual orientation, gender identify, genetic information or any other protected class under state or federal law.



**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**§ 14.1 Termination by the Contractor**

Delete Section 14.1.1 and substitute the following:

**§ 14.1.1** Contractor has no right to stop Work as consequence of non-payment. In event of any disagreement between Contractor and Owner involving Contractor's entitlement to payment, Contractor's only remedy is to file Claim in accordance with Article 15. Contractor shall diligently proceed with Work pending resolution of Claim.

- .1 If, however, an Application for Payment has been approved for payment by Owner, and Owner fails to make payment within sixty (60) days of approval of payment by Owner, Contractor may upon ten (10) day written notice to Owner, stop work if payment is not made by Owner within ten (10) days following notice.

Delete Sections 14.1.2 through 14.1.4 in their entirety.

**§ 14.2 Termination by the Owner for Cause**

Delete Sections 14.2.1 through 14.2.4 and substitute the following:

**§ 14.2.1** Owner may terminate Contract for cause if Contractor:

- .1 Fails to supply adequate properly skilled workers or proper materials;
- .2 Fails to make payment to Subcontractors or Suppliers for materials or labor in accordance with respective agreements between Contractor and Subcontractors or Suppliers;
- .3 Fails to comply with any laws, ordinances, or rules, regulations or orders of public authority having jurisdiction;
- .4 Fails to perform Work in accordance with Contract Documents or otherwise breaches any provision of Contract Documents;
- .5 Anticipatorily breaches or repudiates Contract;
- .6 Fails to make satisfactory progress in prosecution of Work required by Contract; or
- .7 Endangers performance of Contract.

**§ 14.2.2** Owner may terminate Contract, in whole or in part, whenever Owner determines that sufficient grounds for termination exist as provided in Section 14.2.1. Owner will provide Contractor with written notice to cure default. If default is not cured, termination for default is effective on date specified in Owner's written notice. However, if Owner determines that default contributes to curtailment of an essential service or poses an immediate threat to life, health, or property, Owner may terminate Contract immediately upon issuing oral or written notice to Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or Contract, Contractor shall compensate Owner for additional costs that foreseeably would be incurred by Owner, whether costs are actually incurred or not, to obtain substitute performance. Termination for default is termination for convenience if termination for default is later found to be without justification.

**§ 14.2.3** Upon receipt of written notice from Owner of termination, Contractor shall:

- .1 Cease operations as directed by Owner in notice and, if required by Owner and County, participate in an inspection of Work with Owner, County and Architect/Engineer to record extent of completion thereof to identify Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at Site pending completion of Work;
- .2 Complete or correct items directed by Owner, and take actions necessary, or that Owner may direct, for protection and preservation of any stored materials and equipment and completed Work;
- .3 Unless otherwise directed by Owner, remove their tools, equipment and construction machinery from Site; and

- .4** Except as directed by Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders.

**§ 14.2.4** Following written notice from Owner of termination, Owner may:

- .1** Take possession of Site and all materials and equipment thereon, and at Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by Contractor that Owner elects to utilize in completing Work;
- .2** Accept assignment of subcontracts and purchase orders, and
- .3** Complete Work by whatever reasonable method Owner may deem expedient.

Add Sections 14.2.5 through 14.2.9 to Section 14.2:

**§ 14.2.5** Upon termination for cause, Contractor shall take those actions described in Section 14.2.3, and Owner may take those actions described in Section 14.2.4, subject to prior rights of Contractor's Surety, as applicable.

**§ 14.2.6** When Owner terminates Contract for cause, Contractor is not entitled to received further payment until Work is completed and costs of completion have been established.

**§ 14.2.7** If unpaid balance of Contract Sum less amounts which Owner is entitled to offset from unpaid Contract balance, including actual or Liquidated Damages, compensation for Architect/Engineer's services and expenses made necessary thereby, and other damages and expenses incurred by Owner, including reasonable attorney's fees, exceeds cost of completing Work, including compensation for Owner's and Architect/Engineer's services made necessary thereby, such excess will be paid to Contractor or Surety, as directed by Surety. If such costs exceed unpaid Contractor balance, Contractor shall pay difference to Owner upon written demand. This obligation for payment shall survive termination of Contract.

**§ 14.2.8** In completing Work following termination for cause, Owner is not required to solicit competitive bids or to award completion work to lowest bidder, but may obtain such completion work and related services on basis of sole source procurement and negotiated compensation.

**§ 14.2.9** If Contractor files for protection, or petition is filed against it, under Bankruptcy laws, and Contractor wishes to affirm Contract, Contractor shall immediately file with Bankruptcy Court motion to affirm Contract and shall provide satisfactory evidence to Owner and to Court of their ability to cure all present defaults and their ability to timely and successfully complete Work. If Contractor does not make such an immediate filing, Contractor accepts that Owner shall petition Bankruptcy Court to lift Automatic Stay and permit Owner to terminate Contract.

#### **§ 14.4 Termination by the Owner for Convenience**

Delete Sections 14.4.1 through 14.4.3 and substitute the following:

**§ 14.4.1** Owner may, at any time, terminate the Contract or any portion thereof or Work for Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of written notice from Owner of termination, Contractor shall:

- .1** Cease operations as directed by Owner in notice and, if required by Owner, participate in inspection of Work with Owner and Architect/Engineer to record extend of completion thereof, to identify Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at Site pending completion of Work;
- .2** Complete or correct items directed by Owner, and take actions necessary, or that Owner may direct, for protection and preservation of stored materials and equipment and completed Work.
- .3** Unless otherwise directed by Owner, remove their tools, equipment and construction machinery from Site, and

- .4** Except as directed by Owner, terminate all existing subcontracts and purchase orders related to Work and enter into no further subcontracts of purchase orders thereof.

**§ 14.4.3** Following written notice from Owner of termination, the Owner may:

- .1** Take possession of Site and of all materials and equipment thereon, at Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by Contractor that Owner elects to utilize in completing Work;
- .2** Accept assignment of subcontracts and purchase orders; and
- .3** Complete Work by whatever reasonable method Owner may deem expedient.

Add Section 14.4.4 and 14.4.5 to Section 14.4:

**§ 14.4.4** In case of termination for Owner's convenience, Contractor will be entitled to compensation only for following items:

- .1** Payment for acceptable Work performed up to date of termination;
- .2** Costs of preservation and protection of Work if requested to do so by Owner;
- .3** Cost of terminating following contracts including:
  - a.** Purchased materials but only if not returnable and provided to Owner, or restocking or return charge, if any, if returnable at Owner's written election;
  - b.** Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to thirty (30) day rental;
  - c.** Documented transportation costs associated with removing Contractor-owned equipment;
  - d.** Documents demobilization and close-out costs; and
  - e.** Overhead and profit on foregoing not to exceed ten (10) percent.
- .4** Contractor will not be compensated for cost of terminating subcontracts, which shall be terminable at no cost to Owner if Contract is terminated.
- .5** Contractor will not be compensated for cost of any idled employees unless employee is underwritten employment contract entitling employee to continued employment after termination of Contract and employee cannot be assigned to other Work provided that in all events Contractor's costs shall be limited to thirty (30) days of employment costs from date of notice of termination. Contractor shall not be entitled to any other costs or compensation (including lost or expected profit, uncompensated overhead or related expenses, or cost of preparing and documenting their compensable expenses under this Section 14.4.4 as consequence of Owner's termination of Contract for convenience). Contractor conclusively and irrevocably waives their right to any other compensation or damages (compensation or Punitive) arising from termination of Contract. If Owner and Contractor are unable to agree upon amounts specified in this Section, Contractor may submit Claim as provided in Article 15. Claim must be limited to resolution of amounts specified in Section 14.4.4.1, 14.4.4.2, 14.4.4.3, and 14.4.4.4 of Section 14.4.4. No other cost, damages or expenses may be claimed or paid to Contractor or considered as part of Claim, same being hereby conclusively and irrevocably waived by Contractor. Any such Claim shall be delivered to Owner within thirty (30) days of termination of Contract and shall contain written statement setting forth specific reasons and supporting calculations and documentation as to amounts Contractor claims to be entitled to under this Section as result of termination of Contract.

**§ 14.4.5** Contractor's obligations surviving final payment under Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at time of termination, remains effective notwithstanding termination for convenience of Owner.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1.1 Definition**

Delete Section 15.1.1 text and substitute the following:

"A Claim is a written demand or assertion by Contractor seeking, as matter of right, payment of money, a change in the Contract Time, or other relief with respect to terms of Contract. Responsibility to substantiate Claims shall rest with Contractor. Nothing contained in this section is intended to apply to or in any way limit Owner's right to make claims related to or arising out of Contract."

**§ 15.1.2 Time Limits on Claims**

Delete the words "Substantial Completion" in line 4 of Section 15.1.2 and replace it with "Final Acceptance."

Delete the last sentence of Section 15.1.2

**§ 15.1.3 Notice of Claims**

Delete Section 15.1.3.1 and substitute the following:

§ 15.1.3.1 Claims by Contractor shall be initiated by written notice to Owner and to Initial Decision Maker with copy sent to Architect/Engineer, if Architect/Engineer is not serving as Initial Decision Maker. Claims by Contractor shall be initiated within ten (10) days after occurrence of event giving rise to such Claim or within ten (10) days after Contractor first recognizes condition giving rise to Claim, whichever is later. As condition of making claim for additional costs, Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If Claim for actual cost is approved, Owner shall pay Contractor actual costs incurred plus either (a) ten percent (10%) for overhead and profit for work performed by Contractor, or (b) five percent (5%) overhead and profit for work performed by subcontractor, as applicable.'

**§ 15.1.4 Continuing Contract Performance**

Delete Section 15.1.4.1 and substitute the following:

**§ 15.1.4.1** Pending final resolution of Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, Contractor shall proceed diligently with performance of Contract and Owner shall continue to make payments as may be required in accordance with Contract Documents.

**§ 15.1.6 Claims for Additional Time**

Delete Section 15.1.6.2 and substitute the following:

**§ 15.1.6.2** If adverse weather conditions are the basis of a Claim for additional time, the Claim shall be documented by data substantiating that the weather conditions upon which the Claim is based (1) were abnormal when compared to the previous 5-year period, during the same time frame and at the location of the Work, (2) could not have been reasonably anticipated, and (3) had an adverse effect on the date of substantial completion of the Work.

Add Sections 15.1.6.3 and 15.1.6.4 to Section 15.1.6:

**§ 15.1.6.3** Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

**§ 15.1.6.4** The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

**§ 15.1.7 Waiver of Claims for Consequential Damages**

Delete Section 15.1.7.

**§ 15.2 Initial Decision**

Modify the first sentence of Section 15.2.1 to read as follows:

“Claims, excluding those arising under Sections 10.3, 10.4 and 11.5 shall be referred to the Initial Decision Maker for initial decision.”

Delete Section 15.2.6 and substitute the following:

**§ 15.2.6** The parties may file for mediation of an initial decision at any time, upon mutual agreement of the parties.

Delete Section 15.2.6.1.

Delete Section 15.2.8 and replace with the following:-

“If a Claim relates to or is the subject of an Iowa Code Chapter 573 Claim, the party asserting such Claim may proceed in accordance with Iowa Code Chapter 573 to comply with the Iowa Code Chapter 573 notice and/or filing deadlines prior to resolution of the Claim by the Architect or by mediation.”

**§ 15.3 Mediation**

Delete Section 15.3.1.

Delete Section 15.3.2 and substitute the following:

**§ 15.3.2** The parties shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C, unless otherwise mutually agreed upon by the parties. Requests for mediation shall be given in writing to the other Party to this Agreement. If the Owner and Contractor are unable to mutually agree upon mediator in writing within sixty (60) days of receiving written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

Delete Section 15.3.3

Delete Section 15.4 substitute the following:

**§ 15.4 Litigation**

**§ 15.4.1** Any legal claim brought under this Agreement shall be filed in the Iowa District Court in and for Linn County, unless otherwise mutually agreed to by the parties.

Add Article 16 as follows:

**ARTICLE 16 SMOKING, RELATED ADVERTISING AND REFERENCE**

**§ 16.1** Smoking will not be allowed on Owner's property, which shall include inside private vehicles parked on Owner's property. In addition, employees of Contractor, Subcontractors, and materials suppliers shall not wear apparel that advertises tobacco, alcohol, or illicit drugs, nor has profane language or images on them.

Add Article 16.2 as follows:

**§ 16.2** All references to provisions in Article 16 – Supplementary Conditions are hereby transferred to Section 00 73 00 – Supplementary Conditions. Any modifications stated in Section 00 73 00 shall have the same force and effect as if stated in Article 16.

**END OF DOCUMENT**

01562594

**APPENDIX**

**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.
2. 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.
4. 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:**

Combined single limit of	\$1,000,000
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**Or**

Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$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

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	\$5,000,000
Aggregate Limit	\$5,000,000

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**

1. 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. Claims Coverage. 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. Assertion of Governmental Immunity. 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. Non-Denial of Coverage. 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.

APPENDIX \_\_\_\_\_

**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 Iowa 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: \_\_\_\_\_

\_\_\_\_\_  
[insert name of contractor or subcontractor]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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23 05 19	METERS AND GAUGES FOR HVAC PIPING
23 05 23	GENERAL-DUTY VALVES FOR HVAC PIPING
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
23 05 48	VIBRATION CONTROLS FOR HVAC PIPING, DUCTWORK AND EQUIPMENT
23 05 53	IDENTIFICATION FOR HVAC PIPING, DUCTWORK AND EQUIPMENT
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 00	HVAC INSULATION
23 08 00	COMMISSIONING OF HVAC
23 09 00	BUILDING AUTOMATION SYSTEM (BAS)
23 21 13	HYDRONIC PIPING
23 21 23	HYDRONIC PUMPS
23 23 00	REFRIGERANT PIPING
23 31 13	METAL DUCTS
23 31 16	NONMETAL DUCTS

23 33 00	AIR DUCT ACCESSORIES
23 33 05	NOISE CONTROL ACCESSORIES FOR DUCTWORK
23 34 16	HVAC FANS
23 37 13	DIFFUSERS, REGISTERS, AND GRILLES
23 51 00	BREECHINGS, CHIMNEYS, AND STACKS
23 52 33	WATER TUBE BOILERS
23 64 26	ROTARY-SCREW WATER CHILLERS
23 72 00	AIR-TO-AIR ENERGY RECOVERY EQUIPMENT
23 73 13	MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS
23 74 00	PACKAGED OUTDOOR HVAC EQUIPMENT
23 82 19	FAN COIL UNITS
23 82 39	UNIT HEATERS

**DIVISION 26 – ELECTRICAL**

26 00 10	ELECTRICAL GENERAL PROVISIONS
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL
26 05 13	MEDIUM VOLTAGE CABLES
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
26 05 48	NOISE AND VIBRATION CONTROL FOR ELECTRICAL SYSTEMS
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 09 23	NON-THEATRICAL LIGHTING CONTROL SYSTEMS
26 09 61	THEATRICAL LIGHTING
26 13 00	MEDIUM VOLTAGE LOW PROFILE SWITCHGEAR
26 22 00	LOW-VOLTAGE TRANSFORMERS
26 24 13	SWITCHBOARDS
26 24 16	PANELBOARDS
26 27 26	WIRING DEVICES
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
26 29 13	ENCLOSED CONTROLLERS
26 29 23	VARIABLE-FREQUENCY MOTOR CONTROLLERS
26 32 13	ENGINE GENERATORS
26 36 00	TRANSFER SWITCHES
26 43 13	SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS
26 50 00	GENERAL LIGHTING

**DIVISION 27 - TELECOMMUNICATIONS**

27 00 10	TELECOMMUNICATIONS GENERAL PROVISIONS
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS
27 05 53	IDENTIFICATION FOR COMMUNICATIONS SYSTEMS
27 11 00	COMMUNICATIONS CABLING AND EQUIPMENT
27 12 00	TELECOMMUNICATIONS TESTING AND DOCUMENTATION
27 13 23	COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING
27 41 16	INTEGRATED AUDIO
27 50 00	INTERCOM SYSTEM
27 51 29	EMERGENCY COMMUNICATION SYSTEM
27 60 00	SCHOOL CLOCK SYSTEM

**DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

28 00 10	ELECTRONIC SAFETY AND SECURITY GENERAL PROVISIONS
28 31 00	FIRE ALARM AND DETECTION SYSTEM
28 50 00	ACCESS CONTROL SYSTEM
28 60 00	VIDEO SURVEILLANCE

**DIVISION 31 – EARTHWORK**

31 10 00	SITE CLEARING
31 20 00	EARTH MOVING
31 22 00	GRADING
31 23 00	EPS GEOFOAM
31 23 23	FILL
31 23 33	TRENCHING AND BACKFILLING
31 61 00	RAMMED AGGREGATE PIERS

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

32 11 23	AGGREGATE BASE COURSES
32 13 13	CONCRETE PAVING
32 17 23.13	PAINTED PAVEMENT MARKINGS
32 92 00	PLANTS
32 92 19	SEEDING

**DIVISION 33 - UTILITIES**

33 11 16	SITE WATER UTILITY DISTRIBUTION PIPING
33 31 11	SITE SANITARY UTILITY SEWERAGE PIPING
33 41 00	STORM UTILITY DRAINAGE PIPING
33 46 00	SUBDRAINAGE