

REQUEST FOR QUOTATIONS

Bus Barn Concrete Foundation

The Postville Community School District ("District") is seeking competitive quotations for the construction of the public improvement hereafter described. Contractors qualified to perform the work and able to obtain the required performance and payment bond are invited to submit competitive quotations, pursuant to the requirements of Section 26.14 of the Iowa Code.

A. Description of the Public Improvement Work to be Performed Pursuant to This Solicitation.

1. The public improvement work for which the District is seeking competitive quotations is generally described as follows: Construction of the structure of the Bus Barn addition.
2. The work consists of: Concrete Foundation for Bus Barn Addition

REQUEST FOR QUOTATIONS

The Postville Community School District ("District") is seeking competitive quotations for the construction of the public improvement hereafter described. Contractors qualified to perform the work and able to obtain the required performance and payment bond are invited to submit competitive quotations, pursuant to the requirements of Section 26.14 of the Iowa Code.

A. Description of the Public Improvement Work to be Performed Pursuant to This Solicitation.

1. The public improvement work for which the District is seeking competitive quotations is generally described as follows: Construction of the concrete foundation for Bus Barn addition.
2. The work consists of: excavation, forming, pouring, and hardscape of concrete foundation for building addition per the specifics of the plan.

B. Plans and Specifications.

1. Plans and specifications for construction of said public improvement are available for inspection or purchase in the office of the Superintendent, Brendan Knudson, at the following address: 314 West Post Street, Postville, IA.

C. Site Visit.

1. Interested Contractors are further advised that a site visit may be arranged by contacting, Glen Lansing, Director of Maintenance and Grounds, at the following address and telephone number: 314 West Post Street, Postville, Iowa 52162. Tel:563-605-1959.

D. Time, Place and Manner for Filing Competitive Quotations.

1. Competitive quotations to construct the public improvement work described above shall be filed in the District office of the Postville Community School District, 314 West Post Street, Postville, Iowa 52162 before **2:00 p.m. Central Daylight Time (CDT) on April 10, 2025**. Note: Quotes can be received via mail, fax or email, as well as in person.
2. Competitive quotations shall be filed at the Postville Community School District Offices (1) placing them in the United States Mail, appropriately stamped and addressed to Brendan Knudtson, Superintendent; (2) filing them in person, in-hand, at the District office of the Postville Community School District at the address listed above (3) emailing them to Brendan Knudtson at bknudtson@postville.k12.ia.us; or (4) faxing them to the attention of Brendan Knudtson at 563-864-7659.

E. Competitive Quotations to be Submitted on Form Provided.

1. Competitive quotations shall be filed on the Competitive Quotation form provided by the District and included with this RFQ. Competitive quotations which are filed in any other form shall be determined to be non-responsive and shall be rejected by the District.

F. Costs to be Included in Competitive Quotations Submitted by Contractors; Documentation of Certain Costs.

1. Interested Contractors are required to include in their competitive quotations the price for labor, materials, equipment and supplies required to perform the work, and including the estimated sales and fuel taxes which they will incur in performing the work.

G. Required Commitments by Contractors.

1. Contractors submitting quotations pursuant to this RFQ shall be required to execute a contract for the work in the form required by the District, which form of contract is the AIA A104-2017 included with this RFQ. The selected Contractor will be expected to sign the AIA A104-2017 with little to no negotiation of terms. Failure of the selected Contractor to enter into the contract may be grounds for rejection by the Owner of the selected Contractor.

H. Sales Tax.

1. The District will issue special sales tax exemption certificates to the Contractor awarded the contract to perform the work and to its subcontractors, pursuant to Iowa Code Section 422.42, (15) and (16) and Iowa Code Section 422.47 (5). The Contractor awarded the contract for the work and its subcontractors should present such certificate when procuring materials and equipment for the project, and should not pay sales tax for such materials and equipment. Accordingly, the Contractor should not include sales tax in its competitive quotation for the work. The District will not accept contractor claims for reimbursement of sales tax, will not attempt to obtain a refund of sales taxes paid from the State of Iowa, and will not reimburse the contractor for any sales taxes mistakenly paid by it or its subcontractors.

I. Resident Contractor Status.

“In accordance with Department of Labor Rules located at 875 IAC 156.2, the District requests a statement from each Contractor regarding the Contractor’s resident status. This statement shall be on the Bidder Status Form designated by the labor commissioner and available online at: <http://www.iowaworkforce.org/labor/bidderstatusform.pdf>. This statement shall require each Contractor to certify whether the Contractor is a resident Contractor or non-resident Contractor. In the case of a resident Contractor, the statement shall require the resident Contractor to identify each office at which the resident Contractor has conducted business in the state during the previous three years and the dates on which the resident Contractor conducted business at each office. In the case of a non-resident Contractor, the statement shall require the non-resident Contractor to identify the non-resident Contractor’s home state or foreign country as reported to the Iowa Secretary of State, to identify each preference offered by the nonresident Contractor’s home state or foreign country, and to certify that, except as set forth on the form, there are no other preferences offered by the non-resident Contractor’s home state or foreign country. The statement shall include such other additional information as requested by the labor commissioner form. The statement must be signed by an authorized representative of the Contractor. A fully completed statement shall be deemed to be incorporated by reference into all project quote specifications and contract documents with any Contractor on the project. Failure by any Contractor to provide a completed statement with its quote may result in the Owner rejecting the quote as non-responsive.

J. Evaluation of Competitive Quotations.

1. If a quoting Contractor does not submit its quotation on the form required by the District, or does not provide all information or documentation or agree to all terms in the attached specifications without condition required by the District, or does not cause said form to be

executed as required by the District, said quotation shall be determined to be non-responsive and shall be rejected by the District.

2. The District reserves the right to reject any, or all, competitive quotations and waive any irregularities or informalities in the quotations. Award of the contract, if any, shall be made to be to the lowest responsive, responsible quoter.

K. Performance and Payment Bond Required.

1. The Contractor who is awarded the contract to perform the work shall be required to provide a performance and a labor and material payment bond to secure the performance and timely completion of the work and to secure the payment of subcontractors and suppliers, as required by Section 573.2 of the Code.

L. Execution of Contract Upon Acceptance and Approval of Performance and Payment Bond and Evidence of Insurance.

1. Upon the District's determination which Contractor has submitted the lowest responsive, responsible quotation, the District will take action to award the contract to that Contractor, conditioned upon the Contractor's submission, and the District's approval, of the Contractor's performance and payment bond and evidence of insurance, and further conditioned upon the Contractor's execution of a contract in the form included with this RFQ and its approval and execution by the District.

Items to be included in the CONCRETE BID PROPOSAL

To: Postville Community School District

Company Name: _____

Address: _____

Phone: _____

Email: _____

1. Project Information

Project Name: Bus Barn Addition Concrete

Project Location: Postville Schools

Project Description: Concrete Foundation for Bus Barn Building Addition

Scope of Work: See Drawing

- FOOTING WILL BE 10" THICK AND 20" WIDE WITH 1/2" REBAR.
- THE WALLS WILL BE 8" THICK & 8' TALL 4' IN THE GROUND AND 4' OUT, 1/2" REBAR EVERY 24" ON CENTER BOTH WAYS.
- THE FLOOR NEEDS TO BE 6" THICK WITH 1/2" REBAR 24" ON CENTER BOTH WAYS.
- FINISH HARDSCAPE TO INCLUDE BACKFILL, GRADE, ETC.

2. Cost Breakdown

*Bidders may include additional itemized bid documentation to accompany this document.

Item	Description
Materials:	[Concrete type, reinforcements, sealers, etc.]
Labor:	[Labor costs]

Total Materials: _____ Total Labor: _____

Total Cost: _____

3. Payment Terms

- **Deposit:** [Percentage or fixed amount] due upon contract signing. _____
- **Final Payment:** Due upon project completion and client approval. _____
- Accepted payment methods: [Cash, check, bank transfer, etc.] _____

4. Project Schedule

Estimated Start Date: To be determined with the winning Bidder

Estimated Completion Date: To be determined with winning Bidder

Note: The schedule may be subject to change due to weather conditions, material availability, or unforeseen site issues.

Contractor Name: _____

Contractor Signature: _____

Date: _____

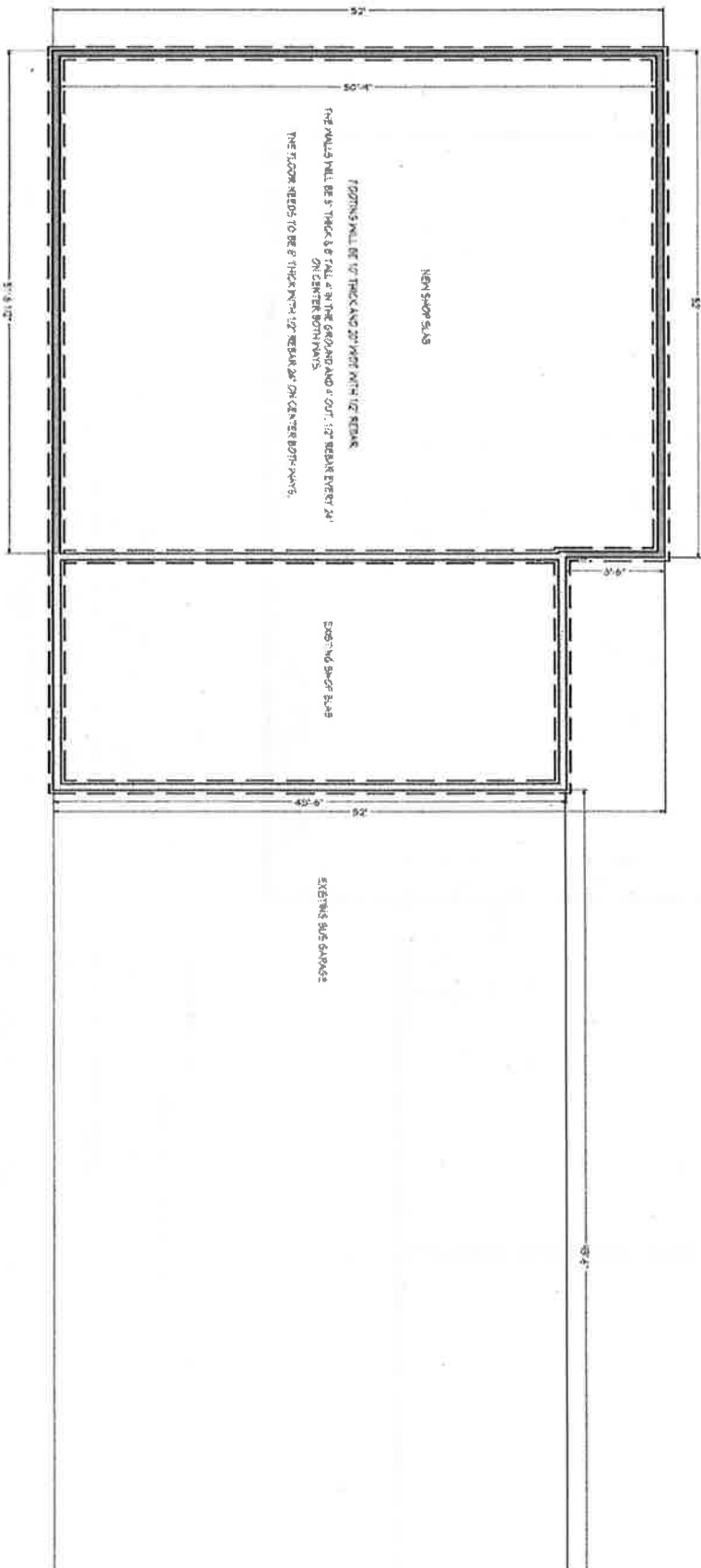
PROJECTIONS PLAN ONLY
 BUS GARAGE ADDITION
 FOUNDATION PLAN
 SCALE 1" = 1'-0"

NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. FOUNDATION SHALL BE 12" THICK AND 20" DEEP WITH 12" REBAR.
 3. FLOOR SHALL BE 4" THICK 3000 PSI CONCRETE ON 12" REBAR.
 4. WALLS SHALL BE 8" THICK 3000 PSI CONCRETE ON 12" REBAR.
 5. ROOF SHALL BE 4" THICK 3000 PSI CONCRETE ON 12" REBAR.
 6. ALL EXISTING WALLS TO BE REMOVED.
 7. NEW WALLS SHALL BE 8" THICK 3000 PSI CONCRETE ON 12" REBAR.
 8. FLOOR SHALL BE 4" THICK 3000 PSI CONCRETE ON 12" REBAR.
 9. ROOF SHALL BE 4" THICK 3000 PSI CONCRETE ON 12" REBAR.
 10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

FOUNDATIONS
 FOUNDATION SHALL BE 12" THICK AND 20" DEEP WITH 12" REBAR.
 FLOOR SHALL BE 4" THICK 3000 PSI CONCRETE ON 12" REBAR.
 WALLS SHALL BE 8" THICK 3000 PSI CONCRETE ON 12" REBAR.
 ROOF SHALL BE 4" THICK 3000 PSI CONCRETE ON 12" REBAR.

NEW WALL MEASUREMENTS ARE PROVIDED TO
 FOUNDATION
 CONFORM ALL DIMENSION SIZES WITH CONSTRUCTION

EXISTING WALLS
 EXISTING WALLS TO BE REMOVED
 NEW WALLS



KL DESIGN CO
385 5505

kidesign@rediffmail.com

Drawings have not been

belonging from errors, crimes

Drawings have not been approved by an architect or engineer. K.L. Design LLC assumes no responsibility for any claims or damages arising from errors, omissions, deficiencies, construction, fault of contractor or defects of drawings. Prior to construction and completion of final plans it is the responsibility of the customer and contractor to determine if the drawings satisfy state and local building codes, project structural requirements and existing conditions specific to the site. Trust, layout, plumbing, heating,

electrical, and landscaping plans provided by others.

WINDOW SIZE 2650H x 2'-6" WIDE x 5'-0" TALL DOUBLE HUNG
DOOR SIZE 3064 x 4'-0" WIDE x 6'-6" TALL

BASE CABINET SIZE 30 3/4" = THREE DRAWER BASE 36" WIDE
MAIL CABINET SIZE W3034 @ 30" WIDE X 36" TALL

2. *Methodenentwicklung* – Entwicklung von Methoden zur Analyse von Daten, die in der Regel aus einer großen Anzahl von Beobachtungen (z. B. Experimenten) stammen.

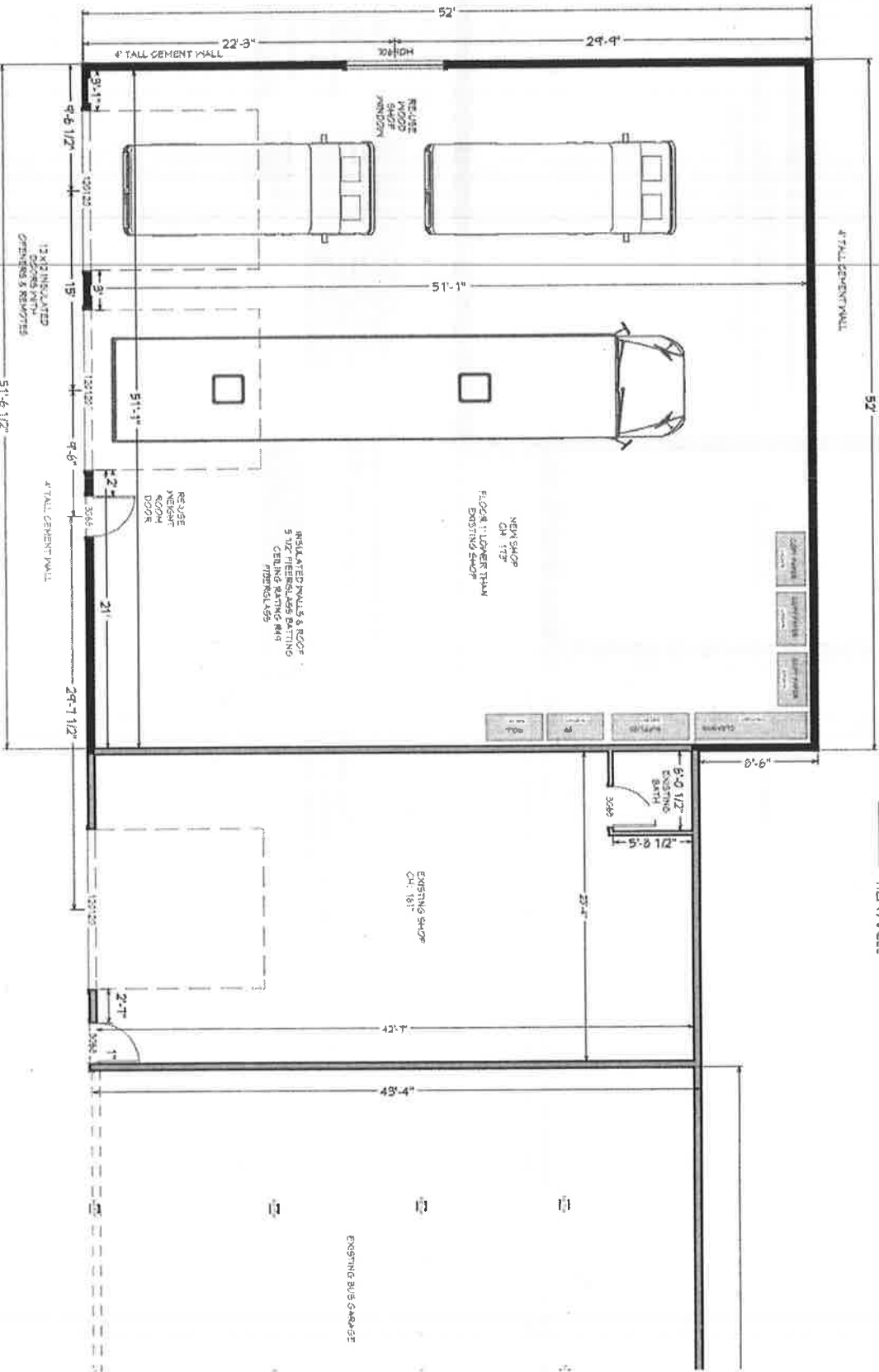
NEW WALL MEASUREMENTS ARE FRAMING TO FRAMING

CONFIRM ALL WINDOW SIZES WITH CONTRACTOR


<https://www.khanacademy.org/a/proof-that-euler-is-irrational/a/proof-that-euler-is-irrational-v2>

EXISTING MALES TO BE REMOVED

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525



DRAFT AIA® Document A104™ - 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor (Concrete Foundation)

AGREEMENT made as of the « » day of « » in the year « 2025 »
(In words, indicate day, month and year.)

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

Postville Community School District
314 West Post Street
Postville, Iowa

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

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description),
Construction of the Concrete of the Bus Barn Additions

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

N/A

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.

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

Deleted: *

Formatted: Font: 10 pt

Deleted: *

« »
« »
« »

Deleted: *

Commented [A1]: Include address where bus barn is located.

Deleted: Structure

Deleted: concrete foundation for Bus Barn addition.

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Deleted: « »

Deleted: *

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Deleted: Architect

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

AIA Document A104™ - 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1956, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:51:36 on 12/26/2017 under Order No. 7458192962 which expires on 10/31/2018, and is not for resale.
User Notes:

Deleted: Architect

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« X »] Established as follows: Work may commence as soon as the Contractor has filed with the Owner the required bonds, certificate of insurance and fully executed contract, but not before

« »

Deleted:

Deleted: (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.

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

§ 2.3 Substantial Completion

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

(Check the appropriate box and complete the necessary information.)

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

[« X »] By the following date: « », 20, and Final Completion of all punch list items by 20.

Deleted:

§ 2.3.2 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

« »

§ 2.3.3 - N/A

Deleted: If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[« X »] Stipulated Sum, in accordance with Section 3.2 below

[« »] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

Deleted:

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

Deleted: Architect

AIA Document A104™ - 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:51:36 on 12/26/2017 under Order No. 7450192962 which expires on 10/31/2018, and is not for resale.

User Notes:

(3B9ADA2F)

§ 3.2.2 Unit prices, if any:

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

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

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
------	-------

« »

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

« »

§ 3.5 Liquidated damages:

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

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 4.1.3 Provided that an Application for Payment is received by the Owner not later than the « first (1st) » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « last » day of the « same » month. If an Application for Payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than « forty-five » (« 45 ») days after the Owner receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

5% from each Application for Payment

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

« » % « »

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

Deleted: « »

Deleted:

Deleted:

Deleted: §

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

« »

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

« »

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

« »

Deleted: § 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. ... [1]

Deleted: § 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price: (Identify each allowance.) ... [2]

Deleted: , if any:

Deleted: « »

Deleted: Architect

Deleted: Architect

Deleted: Architect

Deleted:

Deleted: Architect

Deleted:

Deleted: Architect

Deleted: « »

Deleted: stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

Deleted: Architect ... [3]

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
2. the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
3. a final Certificate for Payment has been issued by the Owner in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than thirty-one (31) days after Final Completion, which shall be established by official action via a Board of Directors Resolution accepting the Work as fully complete (including all Punch List items, paperwork, and close out documentation as required) in the Agreement. The Final Acceptance date will be established after Owner acceptance of the Work, and all required closeout paperwork has been submitted and found to be complete and acceptable to the Owner.

Deleted: Architect

Deleted: 0

Deleted: the issuance of the Architect's final Certificate for Payment, which shall be established by official Owner action via a Board of Directors Resolution accepting the Work as fully complete (including all Punch List Items, paperwork, and close out documentation as required within the Project Manual) based on the Architect's recommendation. The final acceptance date will be established after the issuance of the Architect's final Certificate for Payment, (providing all Work is complete, including Punch List

Deleted:),

Deleted: Architect and

Deleted: or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 21.6 of this Agreement

☒ 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 in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 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.)

« »

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
« »			

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
« »			

Deleted: See Exhibit A« »

Deleted: Architect

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:51:36 on 12/26/2017 under Order No. 7450192962 which expires on 10/31/2018, and is not for resale.
User Notes: (389ADA2F)

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Exhibit A.

Deleted: « »

Number	Title	Date
« »		

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Deleted: « »

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

[« »] Exhibit A, Determination of the Cost of the Work.

[« »] 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
« »		

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
« »			

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

« »

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Deleted: Architect

Deleted: Architect

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all, performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Contractor shall furnish a Performance and Payment Bond for this Project, equal to 100% of their Contract Amount.

Deleted: Bid Sum

§ 7.2.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Owner shall identify such unsigned Documents. No Contract shall be formed between the parties until all Contract Documents are executed by both parties.

Deleted: Architect

Deleted: f

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 In accordance with the Owner/ Architect Agreement the Owner shall be deemed the owner of their consultants, Instruments of Service, including the Drawings and Specifications prepared by the Architect or its Consultants and those in electronic form. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owners, Architect's or Architect's consultants' reserved rights.

Deleted: The

Deleted: and the Architect's consultants

Deleted: authors and

Deleted: s

Deleted: respective

Deleted: , and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

Deleted: Architect

AIA Document A104™ - 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:51:36 on 12/26/2017 under Order No. 7458192962 which expires on 10/31/2018, and is not for resale.

User Notes:

(389ADA2F)

enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission 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.)

« »

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

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

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

Deleted: 14

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner or such shorter times as may be reasonable under the circumstances to commence and continue correction of such default or neglect with diligence and promptness, the

Deleted: Architect

Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. ~~The Owner may, to~~ extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including ~~any attorney's fees~~ made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to ~~the terms of the Agreement~~.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. ~~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 the Contractor's own forces, and that it has become thoroughly familiar with all conditions which may pertain to or affect the Work under the Contract.~~

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, ~~including the ordering of any materials~~ carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the ~~Owner~~ any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the ~~Owner~~ may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.1.4 ~~If the Contractor believes that any portions of the Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or the Owner or its designees acting in the capacity of building code inspectors or Referenced Standards, the Contractor must promptly notify the Owner of the non-compliance as provided in Section 9.1.6 and request direction before proceeding with the affected Work.~~

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

§ 9.1.6 ~~If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 9, without prompt written notice to the Owner, and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.~~

§ 9.1.7 ~~Conflicts or discrepancies within the Contract Documents shall be resolved in the following order of descending priority:~~

- ~~1. The Agreement.~~
- ~~2. Amendments and revisions to the Agreement of later date take precedence over those of earlier date.~~
- ~~3. The Supplementary Conditions.~~
- ~~4. The General Conditions.~~

Deleted: Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to

Deleted: ;

Deleted: the Owner's expenses and compensation for the Architect's additional services and ...

Deleted: or the Architect

Deleted: Article 21

Deleted: ;

Deleted: Architect

Deleted: Architect

Deleted: The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The

Deleted: and the Architect

Deleted: and the Architect

Deleted: and the Architect

Deleted: and

Deleted: the Architect

Formatted: Font: Bold

Deleted: Architect

5. Specifications: In the event of ambiguity in quantity or quality, the greater quantity and the higher quality shall govern.

6. Drawings: In the event of ambiguity in quantity or quality, the greater quantity and the higher quality shall govern.

Deleted: f

Deleted: f

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. 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.

Deleted: water, heat, utilities,

§ 9.3.1.1 After the Contract has been executed, the Owner will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements. By making requests for substitutions, the Contractor:

Deleted: and Architect

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's redesign costs if any, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
4. Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Deleted: f

§ 9.3.2.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. 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.

§ 9.3.2.2 The Contractor shall be responsible for conducting a criminal background check and a check of the Iowa Sex Offender Registry as to all persons working on District property or in District buildings. This includes all employees of the Contractor or any sub-contractor, all Independent Contractors, Casual Laborers, Workers obtained through Union Halls or Hiring Halls, and all other individuals present on District property at any time during the performance of the Contract. No person shall be permitted to work on District property who is on the Sex Offender Registry. The Contractor will notify the District in advance for any proposed Contractor employee with a felony conviction and such person will not be placed on-site without prior District approval. The Contractor must have records available for the District to inspect upon request to verify that background/sex offender checks have been performed as required herein. The District reserves the right to order the Contractor to remove any person from the District's work who the District determines to be a threat to safety of students, District employees, other workers, parents, visitors, or otherwise. All workers must follow District regulations and rules as to building access and security.

Deleted: f

Deleted: Architect

~~§ 9.3.2.3 The Contractor (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 shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A.113 and shall fully execute and deliver a copy "Acknowledgement and Certification".~~

Deleted: 2

~~§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, in accordance with a Change Order. Any extra work or changes built in without having written approval to proceed, or a signed Change Order, shall be deemed "donated" to the Owner at no cost.~~

Deleted: §

Deleted: after evaluation by the Architect and

~~§ 9.3.4 The Work site shall be maintained as a drug and alcohol free work place. The entire job site/work and storage area, including inside private vehicles on Work site, shall be maintained as a NO SMOKING area. Workers shall not use profanity on the jobsite. Use of radios or other forms of visual or audible entertainment is limited to that deemed non-distractive or non-disruptive to the Owner. Workers shall refrain from having any pornography or pornographic images on the work site. If any are found, they shall be immediately removed from the premises.~~

Deleted: Modification: §

~~§ 9.4 Warranty~~

~~The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other 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 15.6.3.~~

Deleted: and Architect

~~§ 9.4.1 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work, nor are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.~~

~~§ 9.4.2 The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work.~~

~~§ 9.4.3 In case of work performed by Subcontractors and where warranties are required, secure warranties from said Subcontractors addressed to and in favor of the Owner. Deliver copies of same to Owner upon completion of work. Delivery of said warranties shall not relieve the Contractor from any obligations assumed under any other provision of Contract.~~

Deleted: Architect

~~§ 9.5 Taxes~~

~~Sales or use tax shall NOT be included in the bids submitted to the Owner. Pursuant to Iowa Code Section 422.42 (15) & (16), and 422.47 (5), at the time this Agreement is issued, the Owner will issue an "Exemption Authorization Letter" and a "Designated Exemption Entity, Iowa Construction Sales Tax Exemption Certificate" for the purchase or use of building materials, supplies and equipment that will be used in the performance of the Work of this Agreement. Other requirements with respect to this provision are set forth within the Project Manual.~~

~~§ 9.5.1 Bidders shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this Project.~~

Deleted: §

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. §

Deleted: Architect

~~§ 9.6 Permits, Fees, Notices, and Compliance with Laws~~

~~§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper~~

execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor 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.

§ 9.6.2.1 Notification to the Owner of any Work requiring specific inspection shall be made at least thirty-six (36) hours prior to said inspection. The request shall come from either jobsite authority, or the Contractor's office.

Deleted: Architect

§ 9.6.2.2 The Contractor is responsible for scheduling inspections related to the performance of its work and ensuring Work is complete for inspections. Any costs associated with reinspections caused by irregularities, deficiencies or non-conforming Work will be borne by the responsible contractor including all Architectural Services related to evaluation of the problem and development of an acceptable solution.

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

§ 9.6.2.4 A "Resident Bidder" means a person or entity authorized to transact business in the State of Iowa and having a place of business for transacting business with the state at which it is conducting and has conducted business for at least three (3) years prior to the date of the first advertisement for the public improvement. If any other state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

§ 9.6.2.5 A Resident Bidder shall be allowed a preference as against a nonresident bidder from a 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, 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 the state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

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

Deleted: f

§ 9.7 Allowances – N/A

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, within fourteen (14) days of the award of the Contract, shall submit for the Owner's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at monthly or as otherwise requested by the Owner, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. Each monthly update shall include a narrative including:

1. A description of the status of the schedule;
2. A discussion of current and anticipated delays;
3. A discussion of progress of critical path activities;
4. A discussion of the critical path for the remainder of the project; and
5. A listing and discussion of logic changes and duration changes.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Owner Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with

Deleted: The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

Deleted: promptly after being awarded t

Deleted: and Architect's

Deleted: or Architect appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire

Deleted: f

Deleted: and Architect

Deleted: Architect

Deleted: Architect

the Contractor's construction schedule and in such sequence as to allow the Owner reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. The Owner will consult with an Architect, as needed to review the initial submittal and one (1) re-submittal. If further review is required of more than one (1) re-submittal (i.e. second, third or more re-submittal) the Architect will do so on an hourly basis and document the re-submittal Work performed and date/time spent conducting the review. The Architect will then charge the Owner for this service and the Owner will then deduct the sum due for those services occasioned by excessive re-submittals from the amount due to the Contractor from their next application for payment. In addition, if submittals are provided which are either incomplete or requiring other submittals in order to conduct an appropriate review, and the Contractor requests the Architect to review these "incomplete" submittals, they will be reviewed on an hourly basis as an Additional Service as set forth above.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Owner in consultation with an Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Owner will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.10.1 Except as may be specifically provided in the Contract Documents, the 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.

§ 9.10.2 Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner sufficient advance notice of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

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

§ 9.10.4 The Contractor and Owner shall meet and determine an area where storage of materials may be provided. If a mutually agreed to area is not determined at the site, the Contractor shall be responsible for transporting the materials to another suitable storage area, or for providing a jobsite storage facility. All elements, regardless of where they are stored, shall remain in the care, custody and control of the Contractor until the Work is complete.

Deleted: Architect

Deleted: and Architect

Deleted: Architect

Deleted: will

Deleted: Additional

Deleted: S

Deleted: (as provided in the agreement between the Architect and Owner)....

Deleted: Additional S

Deleted: ¶

Deleted: and the Architect

Deleted: Architect

Deleted: Architect

Deleted: Prior to commencement of the Work, the

Deleted: ,

Deleted: and Architect

Deleted: ¶

Deleted: Architect

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner, with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law the Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives and employees ("Indemnitee(s)") from and against any and all claims, damages, causes of action, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance or prosecution of the Work by the Contractor, its subcontractors, agents, or employees in the performance of any duties imposed by the Contract or by law, provided that any such claim, damage, loss or expense is caused in whole or in part by any act or omission of the Contract, anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by an Indemnitee. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, within fourteen (14) days, after award of the Contract, shall furnish in writing to the Owner, the names of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner has made reasonable written objection within ten (10) days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably 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 Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection, based on documented evidence.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner, and (2)

Deleted: and Architect

Deleted: Architect

Deleted: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), 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 reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

Deleted: ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, (1) to become generally familiar with and to keep the Owner informed about, the progress and quality of the portion of the Work completed, (2) endeavor to guard the Owner against defects and deficiencies in the Work and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. 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 safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. 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 ... [4]

Deleted: as soon as practicable

Deleted: notify

Deleted: through the and Architect

Deleted: or Architect

Deleted: and Architect

Deleted: Architect

allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for documented costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor, or by written Construction Change Directive signed by the Owner. 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 Article. Verbal authorization for changes must be supported by written approval before being considered valid. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

Deleted: ,

Deleted: and Architect,

Deleted: and Architect

§ 13.1.1 The Contractor must submit change proposals covering a contemplated Change Order within ten (10) days after request of the Owner, or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must 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 a fixed fee for profit and overhead. Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion.

Deleted: or the Architect

§ 13.1.2 If the Owner determines that a change proposal is appropriate, the Contractor 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 sign the Change Order.

Deleted: Architect

Deleted: and Architect

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Owner will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Contractor will prepare a Change Order.

Deleted: ,

Deleted: and Architect

Deleted: Architect

Deleted: Architect

Deleted: Architect

§ 13.3 The Owner will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner and shall not proceed to implement the change in the Work.

Deleted: Architect

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor, provided that the Contractor provides notice to the Owner promptly and before conditions are disturbed.

Deleted: Architect

Deleted: and Architect

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Owner in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine, subject to the provisions of Article 21. A time extension shall be Contractor's sole remedy and compensation for all such delays other than those resulting from the acts or negligence of the Owner, the Architect, or the Owner's separate contractors (collectively "Owner Caused Delays"). For proven Owner Caused Delays, the Contractor may recoup the actual costs resulting from such delays, but not for any additional profit or fee.

Deleted: Architect

Deleted: Architect

Deleted: Architect

Deleted: §

Deleted: or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4.

Deleted: or 3.4,

Deleted: Architect

Deleted: or Guaranteed Maximum Price

Deleted: Architect

Deleted: Architect

Deleted: or Architect

Deleted: Architect

Deleted:

Deleted: §

Deleted: or Guaranteed Maximum Price

Deleted: or guaranteed maximum p

Deleted: § 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee. §

§ 15.2.2 The Control Estimate shall include: §

.1 the documents enumerated in Article 6, including all Modifications thereto; §

.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents; §

.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee; §

.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and §

.5 a list of any contingency amounts included in the Control Estimate for further development of design and construction. §

Deleted: Architect

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum pursuant to Section 3.2 the Contractor shall submit a schedule of values to the Owner before the first Application for Payment, allocating the entire Stipulated Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Owner. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.1.2 At least thirty (30) days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the schedule of values. Such Application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from Subcontractors and material suppliers. If the Contract Documents required the Owner to retain a portion of the payments until some future time, the Applications for Payment shall clearly state the percentage and the amount to be retained. Once the Application is approved by the Owner, the Application for Payment must be submitted for approval to the Postville Community School District Board of Directors at their next regularly scheduled meeting. The Application must be received at the Board office at least one week prior to the scheduled meeting for it to be included in that meeting's scheduled business.

§ 15.1.2 The allocation of the Stipulated Sum under this Section 15.1 shall not constitute a separate stipulated sum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate - N/A

§ 15.3 Applications for Payment

§ 15.3.1 Where the Contract is based on a Stipulated Sum the Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy. This schedule, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.3.1.2 At least thirty (30) days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the schedule of values. Such Application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from Subcontractors and material suppliers. If the Contract Documents required the Owner to retain a portion of the payments until some future time, the Applications for Payment shall clearly state the percentage and the amount to be retained. The Application for Payment must be submitted for approval to the Postville Community School District Board of Directors at their next regularly scheduled meeting. The Application must be received at the Board office at least one week prior to the scheduled meeting for it to be included in that meetings' scheduled business.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Owner's Representative will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner's Representative determines is properly due, or notify the Contractor of the Owner's Representative's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Owner's Representative to the Owner, based on the Owner's Representative evaluations of the Work and the data in the Application for Payment, that, to the best of the Owner's Representative knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Owner's Representative. However, the issuance of a Certificate for Payment will not be a representation that the Owner's Representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Owner's Representative may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's Representative's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Owner's Representative is unable to certify payment in the amount of the Application, the Owner's Representative will notify the Contractor as provided in Section 15.4.1. If the Contractor and the Owner's Representative cannot agree on a revised amount, the Owner's Representative will

Deleted: § 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

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

Deleted: Architect

Deleted:

Deleted: as the Architect may require.

Deleted: unless objected to by the Architect

Commented [A2]: This section assumes the Board will approve pay applications. Not sure how this project will work and this language may have to be revised.

Deleted: Architect

Deleted: or Architect

Deleted: Once the Application is approved by the Architect, t

Commented [A3]: See above comment.

Deleted: At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required, be supported by all data substantiating the Contractor's right ... [5]

Deleted: Architect

Deleted: Architect

Deleted: and Owner

Deleted: Architect

Deleted: Architect

Deleted: Architect's

Deleted: Architect's

Deleted: Architect

Deleted: Architect

Deleted: Architect

Deleted: Architect

Deleted: Architect

Deleted: Architect

Deleted: and Owner

Deleted: Architect

Deleted: Architect

Deleted: Architect

promptly issue a Certificate for Payment for the amount for which the Owner's Representative, is able to make such representations. The Owner's Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's Representative opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; -
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When Contractor disputes the Owner's Representative's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 The Owner shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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

§ 15.5.5 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, subject only to completion of minor punch list items, the absence of completion of which does not interfere with the Owner's intended use of the Project. The Contractor assumes the responsibility for notifying the Owner in writing when ready for final review of Contract. This letter to the Owner shall include the date after which the Contractor will be ready for final review of Contract. Designated portions of the Work may be reviewed separately, upon request of the Contractor.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner determines that the Work or designated

Deleted: Architect

Deleted: to the Owner

Deleted: Architect

Deleted: Architect's

Deleted: either party

Deleted: Architect

Deleted: Neither the Owner nor Architect

Deleted: 1

Deleted: 4

Deleted: .

Deleted: Architect

Deleted: Architect

Deleted: 1

Deleted: Architect

Deleted: Architect

Deleted: Architect

Deleted: Architect

portion thereof is substantially complete, the Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

Deleted: Architect

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§15.6.5 Request for Early Release of Retainage Funds: Upon achieving Substantial Completion, as defined by Iowa Law, the Contractor may formally request the release of all or part of the retainage funds being held on the Project. The Contractor's request for Release of the Retainage Funds shall be accompanied by a sworn statement that ten (10) calendar days prior to filing the Request for Release of the Funds a notice was given to all known subcontractors, sub-subcontractors and suppliers that the Contractor is requesting the early release of retainage funds. If proper documentation is received from the Contractor, the Owner will release all retainage funds at the next Board meeting or within thirty (30) days, whichever is less, except it may retain the following:

Deleted: §

Formatted: Right: 0.99", Tab stops: 1.61", Left + Not at -1"

- a) An amount equal to 200% of the value of labor or 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 of record on the Project, unless otherwise specified.
- b) An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time the Request for Release of Retainage is approved.

Deleted: and the Architect

Deleted: Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Architect will promptly make such inspection and, when the Architect/Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect/Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect/Architect's knowledge, information and belief, and on the basis of the Architect/Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect/Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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) calendar days of the receipt of the request.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and request a final inspection of the Work as provided in Section 14.7.3. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

Deleted: and the Engineer/Architect

§ 15.7.2 Upon receipt of the Contractor's notice and request for final inspection, the Owner will promptly make such inspection and, when the Owner determines the Work has been fully completed and is acceptable under the Contract Documents, the Owner's representative, will issue a recommendation for Final Acceptance to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Owner will notify the Contractor if the Owner does not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner until the Work is determined to be finally complete.

Deleted: and the Engineer/Architect concur that

Deleted: Engineer

Deleted: rArchitect

Deleted: Engineer

Deleted: Architect

Deleted: promptly

Deleted: or the Engineer/Architect

Deleted: or the Engineer/Architect

§ 15.7.3 Final payment will be made no earlier than thirty-one (31) days following approval by the School Board at a regularly scheduled meeting, receipt of all Chapter 573 Claim Releases (the equivalent of waivers of mechanic's liens for public improvement projects in Iowa), Sales Tax information, and all other required closeout documents, and subject to the conditions of and in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26. Owner may withhold from final payment any and all amounts required to reimburse the Owner for all costs, fees (including reasonable attorney's fees) it incurred as a result of any Chapter 573 Claims filed on the project. Neither final payment nor any remaining retained percentage will become due until the Contractor submits the following documents to the Owner:

Deleted: Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens/Chapter 573 claims arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien/Chapter 573 claims could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien/Chapter 573 claims to the extent allowed by applicable law. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

- 1. An Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less

Deleted: Architect

Deleted: Architect

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 the Owner;

- 2 A release or waiver of Chapter 573 claims (equivalent of mechanic's liens on public improvement projects in Iowa) on behalf of the Contractor and a 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 the Owner;
- 3 A certificate evidencing that the Contractor's liability insurance and Performance Bond remain in effect during the one-year correction period following Substantial Completion
- 4 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Document;
- 5 Consent of surety to final payment, submitted on AIA Document G707 (latest edition) or other form prescribed by the Owner;
- 6 Other data required by the Owner establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be prescribed by the Owner;
- 7 A certified building location survey and as-built site plan in the form and number required by the Contract Documents;
- 8 All warranties and bonds required by the Contract Documents.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- 1 employees on the Work and other persons who may be affected thereby;
- 2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or

Deleted: The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

- 1 liens/Chapter 573 claims, claims, security interests or encumbrances arising out of the Contract and unsettled;
- 2 failure of the Work to comply with the requirements of the Contract Documents;
- 3 terms of special warranties required by the Contract Documents; or
- 4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

Deleted: and Architect

Deleted: Architect

expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« § 17.1.2 The Contractor shall have the following insurance coverage. The Contractor shall supply the Owner with Certificates(s) of Insurance, in triplicate, which show that the minimum coverages are provided. All coverage shall be on an occurrence basis.

A. Comprehensive Commercial General Liability Combined Single Limits covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit:	\$2,000,000
Personal and Advertising Injury Limit:	\$1,000,000
Each Occurrence Limit:	\$1,000,000
Fire Damage Limit (for any one fire)	\$ 100,000
Medical Damage Limit (any one person)	\$ 5,000

This insurance must include the following features:

- Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement.
- Personal and Advertising Injury
- Operations by independent contractors
- Contractual Liability coverage
- Coverage for property damage underground or damage by explosion or collapse (XCU).

B. Contractor shall furnish Excess/Umbrella Liability coverage, in an amount not less than \$2,000,000. This policy shall provide equal coverage to that stipulated in A above, and C and D below, and shall have complete concurrency with underlying coverages.

C. Workers' Compensation and Employers' Liability Insurance:

Bodily Injury by Accident:	\$500,000 per accident
Bodily Injury by Disease	\$500,000 each accident.
Bodily Injury by Disease	\$500,000 Each employee.

Workers' Compensation shall meet State of Iowa statutory limits. The Workers Compensation policy shall include a waiver of subrogation clause in favor of the owner.

D. Commercial Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.

E. Contractor's Liability Insurance – The Contractor must have liability insurance that protects the District from any claims related to the removal and abatement of the asbestos containing materials. If they retain an independent abatement contractor to abate the asbestos, that contractor must have asbestos abatement insurance. Minimum limits \$1,000,000 of coverage.

Commented [A4]: Please have District's insurance advisor review.
This is sample language we have used on other projects.

Deleted: 5

Formatted: Numbered + Level: 1 + Numbering Style: a, b, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Deleted: 1

Deleted: each employee

Deleted: policy limit

Deleted: Architect

F. The Owner shall be named as Additional Insured on all of the Contractor's liability policies required by this Agreement and shall be shown as such on the Certificate. Said Certificate must be provided to the Owner before commencement of any aspect of the Work.

Deleted: and the Architect

Deleted: Commercial General

Deleted: with respect to liability caused in whole or in part by the Contractor, and shall be shown as such on the Certificate. Said

G. The Owner's property insurance shall only cover portions of the Work installed on the site. All portions of the Work off-site shall be covered by the Contractor's insurance policies. The Contractor shall furnish an "Installation Floater" as a part of their insurance coverage, which shall cover materials destined for the jobsite, on the jobsite and materials not yet installed as part of the Project. The Owner shall not make payment on any portions of the Work and/or materials not on the site, except under written stipulations and conditions as set forth by the Owner's legal counsel and insurance carrier and/or representative.

H. The Certificates of Insurance shall be issued on AIA Document G705, Accord Form 25-S current form, or a form that provides, in a similar manner, the same information. The Contractor shall be responsible for not allowing any subcontractor, person, firm or hourly rate subcontract basis to commence work until they have received Certificates of Insurance that show the Subcontractor, person or firm or hourly subcontract basis does have coverage equal to the requirements that the General Contractor must meet. If there is not sufficient coverage provided by the Subcontractor, person or firm, the General Contractor shall provide additional coverage that brings the level of protection from that carried by the Subcontractor, person or firm up to that specified as a requirement of this Agreement.

Deleted: not

I. The Contractor and their insurance carrier must fully disclose, in writing, along with the submission of their Certificates of Insurance, any and all judgments which have been, are in the process of pending claims filed, or knowledge of any or all potential claims which may, will be or already have reduced the available limits of coverage to be afforded and extended to the Owner. The Contractor will be responsible for purchasing additional coverage in order to provide the Owner with the insurance coverages as required.

J. Builders Risk Insurance: See Article 17.2.

§ 17.1.3 The insurance required by Section 17.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 17.1.4 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 17.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 4 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 17.1.3. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 17.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

Deleted: , the Architect and the Architect's consultants

§ 17.1.6 Each policy cited above should be endorsed as follows:

"The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims and not subject to the defense of governmental immunity under Iowa Code Section 670."

Deleted: Architect

§ 17.1.7 The Certificate of Insurance should state:

"The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defenses of governmental immunity available to the school under Iowa Code Section 670 as it now exists or may be amended from time to time."

»

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" (including coverage for glass breakage) completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds.

Deleted: This insurance shall include the interests of mortgagees as loss payees.¹

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other and (2) Separate Contractors, if any, and any of their

Deleted:

Deleted: the Architect and Architectconsultants; and (3)

Deleted: Architect

AIA Document A104™ - 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:51:36 on 12/26/2017 under Order No. 7458192962 which expires on 10/31/2018, and is not for resale.

User Notes:

(3B9ADA2F)

subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

Deleted: Architect Architectconsultants,

§ 17.2.2.7 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

Deleted: §

Deleted: § 17.2.3 Other Insurance Provided by the Owner
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

... [6]

Deleted: The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract The

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. 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 for Performance and Payment. The bonds shall be issued by a United States Department of Treasury listed corporate surety, accompanied by current powers of attorney, on a form acceptable to Owner.

§ 17.3.1.1 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.

Deleted: §

Deleted: §

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

Deleted: Architect

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

Deleted: Architect

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the State of Iowa. Any court proceedings relative to this Agreement shall be held in Allamakee County, Iowa.

§ 19.2.1 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.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Contractor must schedule all tests, inspections or specific approvals required by law or the Contract Documents so as to avoid any delay in the Work. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Postville Community School District's Superintendent,
314 West Post Street
Postville, Iowa
563-864-7651

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

« »
« »
« »
« »

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

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy

Deleted: , except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall

Commented [A5]: Please confirm this is the correct county.

Deleted:

Deleted: place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

Deleted: 1

Deleted: ¶

Deleted: Architect

Deleted: Architect

Deleted: « »¶

Deleted: « »¶

« »¶

« »¶

« »¶

Deleted: ¶

« »¶

« »¶

Deleted: If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages. The Contractor

Deleted: Architect

is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

Deleted: [REDACTED]

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

Deleted: [REDACTED]

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

§ 20.2.3 Upon receipt of written notice from the Owner of termination, the Contractor must:

- .1 Cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- .3 Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and
- .4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders.

Deleted: and the Engineer/Architect

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

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

Deleted: [REDACTED]

Deleted: [REDACTED]

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

§ 20.2.6 If the unpaid balance of the Contract Sum less amounts which the Owner is entitled to offset from the unpaid Contract balance, including actual or Liquidated Damages, compensation for the Architect's services and expenses made necessary thereby, and other damages and expenses incurred by the Owner, including reasonable attorney's fees, exceeds the costs of completing the Work, including compensation for the Owner's and the Architect's services made necessary thereby, such excess will be paid to the Contractor or Surety, as directed by the

Deleted: Engineer

Deleted: Engineer

Deleted: Architect

Surety. If such costs exceed the unpaid Contract balance, the Contractor must pay the difference to the Owner upon written demand. This obligation for payment survives termination of the Contract.

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

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

§ 20.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 20.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 20.4.2 Upon receipt of written notice from the Owner of termination, the Contractor must:

1. Cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
2. Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
3. Unless otherwise directed by the owner, remove its tools, equipment and construction machinery from the Site, and;
4. Except as directed by the Owner, terminate all existing subcontracts and purchase orders related to the Work and enter into no further subcontracts or purchase orders therefor.

Deleted: and the Architect/Engineer/Architect

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

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

Deleted: 2

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

Deleted: 3

1. Payment for acceptable Work performed up to the date of termination;
2. The costs of preservation and protection of the Work if requested to do so by the Owner;
3. The cost of terminating the following contracts including:
 - a. Purchased materials but only if not returnable and provided to the Owner, or the restocking or return charge, if any, if returnable at the Owner's written election;
 - b. Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to thirty (30) days rental;
 - c. Documented transportation costs associated with removing Contractor-owned equipment;
 - d. Documented demobilization and close-out costs; and
 - e. Overhead and profit on the foregoing not to exceed ten percent (10%).

The Contractor will not be compensated for the cost of any idled employees unless the employee is under a written employment contract entitling the employee to continued employment after termination of the Contract and the employee cannot be assigned to other work provided that in all events the Contractor's costs must be limited to thirty (30) days of employment costs from the date of the notice of termination. The Contractor is not entitled to any other costs or compensation (including lost or expected profit, uncompensated overhead or related expenses, or the cost of preparing and documenting its compensable expenses under this Section 14.4.4 as a consequence of the Owner's termination of the Contract for convenience. The Contractor conclusively and irrevocably waives its right to any other compensation or

Deleted: Architect

~~damages (compensatory or punitive) arising from termination of the Contract. If the Owner and the Contractor are unable to agree upon the amounts specified in this subsection, the Contractor may submit a Claim as provided in Article 15. The Claim must be limited to resolution of the amounts specified in Subsections 14.4.4.1, 14.4.4.2, 14.4.4.3 and 14.4.4.4 of this Subsection 14.4.4. No other cost, damages or expenses may be claimed or paid to the Contractor or considered as part of the Claim, the same being hereby conclusively and irrevocably waived by the Contractor. Any such Claim must be delivered to the Owner within thirty (30) days of the termination of the Contract and must contain a written statement setting forth the specific reasons and supporting calculations and documentation as to the amounts the Contractor claims to be entitled to under this Subsection as a result of the termination of the Contract.~~

~~§ 20.4.5 The Contractor's obligations surviving final payment under the Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at the time of termination, remains effective notwithstanding termination for convenience of the Owner.
(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)~~

« »

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.2 Notice of Claims

~~§ 21.2.1 Claims by Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Owner within 14 days after occurrence of the event giving rise to such Claim or within 14 days after the claimant first recognizes the condition giving rise to the Claim, whichever is earlier. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a Claim for actual costs is approved, the Owner shall pay the Contractor actual costs incurred, plus either (a) ten percent (10%) for overhead and profit for work performed by the Contractor, or (b) five percent (5%) overhead and profit for work performed by a Subcontractor, as applicable.~~

~~§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.~~

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Final Acceptance of the Work.

~~§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a Iowa Code Chapter 573 Claim (the equivalent of a mechanic's lien on public property in Iowa), the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

~~§ 21.5 The Owner and Contractor 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 (mediation) which shall be in accordance with Iowa Code Chapter 679C. 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 a mediator in writing within sixty (60) days of receiving the 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~~

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

Deleted: 3

Deleted: wr

Deleted: § 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect/Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect/Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect/Architect or 30 days after submission of the matter to the Architect/Architect, may be subject to mediation as a condition precedent to binding dispute resolution upon mutual agreement of the parties.

Deleted: §

Deleted: either the Owner or

Deleted: Architect

Deleted: 21

Deleted: 21

Deleted: later

Deleted: §

Deleted: Substantial

Deleted: Completion

Deleted: The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3....

Deleted: mechanic's lien

Deleted: Architect

Deleted: Architect

Deleted: § 21.11 Waiver of Claims for Consequential Damages

Formatted: AIA Agreement Body Text

Deleted: Architect

§ 21.12 Additional Compensation: The Contractor will not be granted additional compensation for lost days of work due to unfavorable weather, unknown or hidden conditions, or for any other cause in the execution of the Work. The Contractor's sole remedy may be (subject to Owner review and approval) a reasonable and mutually agreeable time extension. This provision shall supersede any provision contained within this Agreement which may grant the Contractor the ability to request said additional compensation.

Deleted: w

§21.13 Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Contractor. The Work under this Agreement is being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Contractor because of this Agreement or the performance or non-performance of services hereunder. The Owner and Contractor agree to require a similar provision in all contracts with subcontractors, vendors, the Architect and other entities involved in this Project to carry out the intent of this provision.

§ 21.14 Titles: The Paragraph titles used in this Agreement are for general reference only and are not part of the Agreement.

§ 21.15 Separability: Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

§ 21.16 Survival: Notwithstanding completion or termination of this Agreement for any reason, all rights, duties, limitation of liability, representations contained within this Agreement and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

§ 21.17 If a suit, action, arbitration or other legal or administrative 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, as the prevailing party, shall be entitled to recover from the Contractor all its attorney fees, costs, expert witness fees, and litigation expenses, including those incurred on appeal.

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

« »

OWNER (Signature)

Board President

(Printed name and title)

4912-0493-5211-1\15737-000

« »

CONTRACTOR (Signature)

(Printed name and title)

Deleted: « »« »

Deleted: « »« »

Formatted: Font: (Default) Arial, 8 pt

Deleted: Architect

Page 4: [1] Deleted Author 12/26/17 3:58:00 PM

Page 4: [2] Deleted Author 12/26/17 3:58:00 PM

Page 4: [3] Deleted Author 12/26/17 4:01:00 PM

Page 14: [4] Deleted Author 3/18/25 2:33:00 PM

Page 17: [5] Deleted Author 12/27/17 8:21:00 AM

Page 24: [6] Deleted Author 12/27/17 8:37:00 AM

