AGREEMENT made as of the twenty eighth day of January in the year two thousand twenty

BETWEEN the Owner:

Iowa City Community School District
1725 North Dodge
Iowa City, Iowa 52245

and the Contractor:

City Construction Newco, LLC
2346 Mormon Trek Boulevard, #2500
Iowa City, Iowa 52246

for the following Project:

Shimek Elementary School Renovation and Addition
1400 Grissel Place
Iowa City, Iowa 52245

The Architect:

Farnsworth Group, Inc.
14225 University Avenue, Suite 110
Waukee, Iowa 50263

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
TABLE OF ARTICLES

1. THE CONTRACT DOCUMENTS
2. THE WORK OF THIS CONTRACT
3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4. CONTRACT SUM
5. PAYMENTS
6. DISPUTE RESOLUTION
7. TERMINATION OR SUSPENSION
8. MISCELLANEOUS PROVISIONS
9. ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Insert one of the following boxes.)

[ ] The date of this Agreement.

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

[ X ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Upon execution of contract.

If no date of commencement of the Work is selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Paragraphs deleted)
Substantial Completion shall be achieved for each phase and for entire project as described in Section 00 3113 of the Project Manual and as described on Sheet PH 1.0 of the Drawings.

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

(Table deleted)

It is understood and agreed that completion of the Phases, Segments, and entire project within the time stated in the Contract Agreement is a matter of vital necessity to the Owner, that the Owner will suffer substantial damages if the phases and/or the entire project is not completed within that time, and that it would not be possible to accurately determine the amount of such damages. In view of these facts, the Contractor agrees to pay the Owner liquidated damages in the sum of $250 per day for each calendar day if any, which elapses between the date stated in the Construction Agreement, as extended by any extensions of time under the provisions of the General Conditions of the Contract, and the date when the entire phase or project is Substantially Complete within the meaning of the General Conditions of the Contract. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefore, the surety on his performance bond shall pay such damages. Also, the Owner may withhold all or any part of such liquidated damages from any payments due the Contractor. No changes in the work shall extend the time for completion unless set forth on a properly approved field order/change order.

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be four million four hundred twenty one thousand seven hundred dollars ($4,421,700.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
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<tr>
<td>Alternate #1 - Additional Interior</td>
<td>$266,000.00</td>
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<td>Renovation - Accepted</td>
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<td>Alternate #2 - Terrazzo Flooring for Base Bid - Accepted</td>
<td>$118,000.00</td>
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<td>Alternate #3 - Terrazzo Flooring in Conjunction with Alternate #1 - Accepted</td>
<td>$26,000.00</td>
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<td>Alternate #4 - Additional Gymnasium Space - Accepted</td>
<td>$300,000.00</td>
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(Table deleted)

§ 4.4 Unit prices, if any:

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<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. (Option 1) Additional or less subgrade stabilization.</td>
<td>Per Cubic Yard</td>
<td>$59.00</td>
</tr>
<tr>
<td>2. (Option 2) Additional or less subgrade stabilization</td>
<td>Per Cubic Yard</td>
<td>NB</td>
</tr>
<tr>
<td>3. Fill beneath footings</td>
<td>Per Cubic Yard</td>
<td>$59.00</td>
</tr>
<tr>
<td>4. Fill beneath pavement</td>
<td>Per Cubic Yard</td>
<td>$59.00</td>
</tr>
</tbody>
</table>

§ 4.5 Liquidated damages, if any:
$250.00 per calendar day

§ 4.6 Other:

NA

ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

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

(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

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

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law)

5% of the value of the items identified in 5.1.6.1

§ 5.1.7.1.1 The following items are not subject to retainage:

None

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

(Paragraph deleted)

In accordance with the laws of the State of Iowa and as outlined in the Supplementary Conditions of the Contract.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Paragraph deleted)

In accordance with Article 9.8 of the General and Supplementary Conditions.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2018, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

Final payment shall be made in compliance with the laws of the State of Iowa.

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

As specified by Iowa Code 573.14

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Not Applicable


Init.

User Notes:
§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Paragraph deleted)
[X] Litigation in a court of competent jurisdiction
(Paragraphs deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

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

Not Applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
Duane Van Hemert, Director of Facilities Management
Iowa City Community School District
Iowa City, Iowa 52246

§ 8.3 The Contractor's representative:
Dustin Nordell, Vice President
City Construction Newco, LLC
2346 Mormon Trek Boulevard, #2500
Iowa City, Iowa 52246

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

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

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

(Paragraphs deleted)
§ 8.7 Other provisions:
None
ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

1. AIA Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

3. AIA Document A201™ – 2017, General Conditions of the Contract for Construction

5. Drawings

See Attachment A – List of Drawing Sheets – Dated December 11, 2019

6. Specifications

See Attachment B – Table of Contents – Dated December 11, 2019

7. Addenda, if any:

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<td>December 23, 2019</td>
<td>2 plus attachments</td>
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<tr>
<td>Addendum No. 2</td>
<td>January 7, 2020</td>
<td>5 plus attachments</td>
</tr>
<tr>
<td>Addendum No. 3</td>
<td>January 13, 2020</td>
<td>6 plus attachments</td>
</tr>
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</table>

(Paragraphs deleted)

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

8. Other Exhibits:

[ (Paragraphs deleted)

X ] Supplementary and other Conditions of the Contract:

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<th>Date</th>
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<td>Supplementary Conditions of the Contract</td>
<td>December 11, 2019</td>
<td>24</td>
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</table>

(Paragraphs deleted)

9. Other documents, if any, listed below:

None

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

OWNER (Signature)  CONTRACTOR (Signature)

Janet Gallow Board President  Dustin Nordell, Vice President

(Printed name and title)  (Printed name and title)
SECTION 00 0115
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GENERAL
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LS1.1 FIRST FLOOR LIFE SAFETY
LS1.2 FIRST FLOOR LIFE SAFETY PLAN - ALT. 1
PH1.0 PHASING PLANS

CIVIL
C100 SENSITIVE AREAS SITE PLAN
CD100 EXISTING FEATURES AND SITE DEMOLITION PLAN
C120 OVERALL SITE LAYOUT AND DIMENSION PLAN
C121 DETAILED LAYOUT AND DIMENSION PLAN SOUTH SIDE
C122 DETAILED LAYOUT AND DIMENSION PLAN NORTH SIDE
C140 OVERALL EROSION CONTROL AND SWPPP
C141 DETAILED EROSION CONTROL AND GRADING PLAN SOUTH SIDE
C142 DETAILED EROSION CONTROL AND GRADING PLAN NORTH SIDE
C160 SITE UTILITY PLAN
C500 GENERAL NOTES AND DETAILS

LANDSCAPING
L100 SITE RESORATION AND LANDSCAPE PLAN

STRUCTURAL
S0.1 STRUCTURAL NOTES
S1.1 FOUNDATION PLAN
S1.2 ROOF FRAMING PLAN
S5.1 STRUCTURAL SECTIONS
S5.2 STRUCTURAL SECTIONS
ARCHITECTURAL
AD1.1 FIRST FLOOR DEMOLITION PLAN
AD1.2 FIRST FLOOR DEMOLITION PLAN - ALT. 1
AD9.1 FIRST FLOOR REFLECTED CEILING DEMOLITION PLAN
A1.1 FIRST FLOOR PLAN
A1.2 FIRST FLOOR PLAN & CEILING PLAN - ALT. 1
A2.1 ROOF PLAN
A3.1 EXTERIOR ELEVATIONS
A4.1 BUILDING SECTIONS
A5.1 WALL SECTIONS
A6.1 ENLARGED PLANS
A6.2 FOUNDATION DETAILS
A6.3 ROOF DETAILS
A6.4 DOOR & WINDOW DETAILS
A7.1 SCHEDULES AND DOOR & WINDOW TYPES
A8.1 INTERIOR ELEVATIONS
A8.2 INTERIOR ELEVATIONS
A8.3 ALTERNATE INTERIOR ELEVATIONS & CASEWORK SCHEDULE
A9.1 FIRST FLOOR REFLECTED CEILING PLAN

FIRE PROTECTION
F1.0 FIRST FLOOR FIRE PROTECTION

PLUMBING
PD1.0 FIRST FLOOR - PLUMBING DEMOLITION
P0.1 UNDERFLOOR - PLUMBING
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P1.1 FIRST FLOOR - PLUMBING ALT. 1
P3.0 PLUMBING DETAILS
P5.0 PLUMBING SCHEDULES
MECHANICAL
M0.0  MECHANICAL SYMBOL LEGENDS & GENERAL NOTES
MD1.0  FIRST FLOOR - MECHANICAL DEMOLITION
MD1.1  ROOF - MECHANICAL DEMOLITION
M0.1  MECHANICAL SITE PLAN
M1.0  FIRST FLOOR - HVAC
M1.1  ROOF - MECHANICAL
M1.2  FIRST FLOOR - HVAC ALT. 1
M3.0  MECHANICAL DETAILS
M3.1  MECHANICAL DETAILS
M4.0  MECHANICAL CONTROLS
M5.0  MECHANICAL SCHEDULES
M5.1  MECHANICAL SCHEDULES
H1.0  FIRST FLOOR - MECHANICAL PIPING

ELECTRICAL
E0.0  ELECTRICAL GENERAL NOTES AND SYMBOLS
ED1.1  ELECTRICAL DEMOLITION PLAN - POWER
ED1.2  ELECTRICAL DEMOLITION PLAN - FIRE SAFETY, SECURITY AND COMMUNICATIONS
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E2.1  ELECTRICAL FLOOR PLAN - COMMUNICATIONS
E2.2  ELECTRICAL FLOOR PLAN - FIRE SAFETY & SECURITY
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E4.1  ALTERNATE #1 ELECTRICAL FLOOR PLANS
E4.2  ALTERNATE #1 ELECTRICAL FLOOR PLANS
E5.1  ELECTRICAL ONE-LINE DIAGRAMS
Iowa City Community School District
Shimek Elementary – Renovation and Addition
Iowa City, Iowa

LIST OF DRAWING SHEETS
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Farnsworth Group, Inc.
ATTACHMENT B

SECTION 00 0110

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SPECIFICATIONS

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<td>C. 07 4213 Metal Wall Panels</td>
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<td>D. 07 5300 Patching Existing Roofs</td>
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<td>E. 07 5400 Thermoplastic Membrane Roofing</td>
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<td>Division 08 – Openings</td>
<td>A. 08 1133 Hollow Metal Doors and Frames</td>
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<td>E. 08 7101 Door Hardware</td>
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<td>A. 09 2116 Gypsum Board Assemblies</td>
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<td>A. 10 1100 Visual Display Units</td>
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<td>D. 10 2113.19 Plastic Toilet Compartments</td>
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<td>E. 10 2123 Cubicle Curtains and Track</td>
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<td>F. 10 2601 Wall and Corner Guards</td>
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<td>G. 10 2800 Toilet, Bath and Laundry Accessories</td>
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B. 21 0518 Escutcheons for Fire-Suppression Piping 1
C. 21 0553 Identification for Fire-Suppression Piping and Equipment 2
D. 21 1313 Wet-Pipe Sprinkler Systems 10

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C. 22 0523 General Duty Valves for Plumbing Piping 4
D. 22 0529 Hangers and Supports for Plumbing Piping and Equipment 7
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G. 22 1116 Domestic Water Piping 7
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<td>F.</td>
<td>33 4600 Subdrainage</td>
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Additions and Deletions Report for
AIA® Document A101™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:15:52 ET on 01/27/2020.

PAGE 1

AGREEMENT made as of the day of __________ in the year __________.

(Name, legal status, address and other information)
Iowa City Community School District
1725 North Dodge
Iowa City, Iowa 52245

(Name, legal status, address and other information)
City Construction Newco, LLC
2346 Mormon Trek Boulevard, #2500
Iowa City, Iowa 52246

(Name, location and detailed description)
Shimek Elementary School Renovation and Addition
1400 Grissel Place
Iowa City, Iowa 52245

(Name, legal status, address and other information)
Farnsworth Group, Inc.
14225 University Avenue, Suite 110
Waukee, Iowa 50263

PAGE 2

[ X ] Established as follows:

Upon execution of contract.

(Click one of the following boxes and complete all necessary information.)
Not later than ( ) calendar days from the date of commencement of the Work.

By the following date:
Substantial Completion shall be achieved for each phase and for entire project as described in Section 00 3113 of the Project Manual and as described on Sheet PH11.0 of the Drawings.

PORTION OF WORK

Portion of Work Substantial Completion Date

It is understood and agreed that completion of the Phases, Segments, and entire project within the time stated in the Contract Agreement is a matter of vital necessity to the Owner, that the Owner will suffer substantial damages if the phases and/or the entire project is not completed within that time, and that it would not be possible to accurately determine the amount of such damages. In view of these facts, the Contractor agrees to pay the Owner liquidated damages in the sum of $250 per day for each calendar day if any, which elapses between the date stated in the Construction Agreement, as extended by any extensions of time under the provisions of the General Conditions of the Contract, and the date when the entire phase or project is Substantially Complete within the meaning of the General Conditions of the Contract. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefore, the surety on his performance bond shall pay such damages. Also, the Owner may withhold all or any part of such liquidated damages from any payments due the Contractor. No changes in the work shall extend the time for completion unless set forth on a properly approved field order/change order.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be four million four hundred twenty one thousand seven hundred dollars ($4,421,700.00), subject to additions and deductions as provided in the Contract Documents.

Alternates - Additional Interior
Renovation - Accepted
Alternate #1 - Terrazzo Flooring for Base $118,000.00
Bidn- Accepted
Alternate #2 - Terrazzo Flooring in Conjunction with Alternate #1 - Accepted
Alternate #3 - Terrazzo Flooring in Conjunction with Alternate #1 - Accepted
Alternate #4 - Additional Gymnasium $300,000.00
Space - Accepted

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

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<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
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<tbody>
<tr>
<td>Item</td>
<td>Price</td>
<td>Conditions for Acceptance</td>
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</table>

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

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<th>Price</th>
<th>Conditions for Acceptance</th>
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<tbody>
<tr>
<td>Item</td>
<td>Price</td>
<td>Conditions for Acceptance</td>
</tr>
</tbody>
</table>

(Option 1) Additional or less subgrade stabilization, Per Cubic Yard $59.00
2. (Option 2) Additional or less subgrade stabilization
3. Fill beneath footings
4. Fill beneath pavement

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

$250.00 per calendar day

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

NA

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

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

In accordance with the laws of the State of Iowa and as outlined in the Supplementary Conditions of the Contract.

(Insert any other conditions for release of retainage upon Substantial Completion.)

In accordance with Article 9.8 of the General and Supplementary Conditions.

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

5% of the value of the items identified in 5.1.6.1

None

(In the retainage established in Section 5.4.2 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)
Final payment shall be made in compliance with the laws of the State of Iowa.

(Insert rate of interest agreed upon, if any.)

As specified by Iowa Code 573.14

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

Not Applicable

PAGE 6

(Check the appropriate box)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

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

Not Applicable

(Name, address, email address, and other information)

Duane Van Hemert, Director of Facilities Management

Iowa City Community School District

Iowa City, Iowa 52246

(Name, address, email address, and other information)

Dustin Nordell, Vice President

City Construction Newco, LLC

2346 Mormon Trek Boulevard, #2500

Iowa City, Iowa 52246

§ 8.6 Notice in electronic format, pursuant to Article 4 of AIA Document A201-2017, may be given in accordance with AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, if completed or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)
2. AIA Document A101™ - 2017, Exhibit A, Insurance and Bonds
3. AIA Document A201™ - 2017, General Conditions of the Contract for Construction

5. Drawings
4. AIA Document E203™ - 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
   (Insert the date of the E203-2013 incorporated into this Agreement.)
   See Attachment A - List of Drawing Sheets - Dated December 11, 2019

6. Specifications
   See Attachment B - Table of Contents - Dated December 11, 2019

5. Drawings, if any:

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<td>Addendum No. 2</td>
<td>January 7, 2020</td>
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<td>Addendum No. 3</td>
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6. Specifications

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7. Addenda, if any:

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8. Other Exhibits:
   (Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

   [ ] — The Sustainability Plan:
   Supplementary and other Conditions of the Contract:
   
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<th>Pages</th>
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<td>December 11, 2019</td>
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   [ ] — Supplementary and other Conditions of the Contract:
Other documents, if any, listed below:

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

None

Dustin Nordell, Vice President
I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:15:52 ET on 01/27/2020 under Order No. 1897649545 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document® D401™ – 2003, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)