



AIA® Document A101™ – 2007

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

AGREEMENT made as of the 27th day of April in the year 2017
(In words, indicate day, month and year.)

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

Iowa City Community School District
1137 South Riverside Drive
Iowa City, Iowa 52246
Telephone Number: 319-688-1020
Fax Number: 319-688-1029

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

Iowa-Illinois Taylor Insulation
3205 W. 76th Street
Davenport, IA 52806
Telephone Number: 563-391-8100
Fax Number: 563-391-8200

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

West High School - Additions and Renovations - Phase I - Asbestos Abatement
West High School
2901 Melrose Avenue
Iowa City, IA 52246
Asbestos Abatement

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

Shive-Hattery, Inc.
2839 Northgate Drive
Iowa City, Iowa 52245
Telephone Number: 319-354-3040
Fax Number: 319-354-6921

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.

AIA Document A201™–2007, 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.

Init.

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**
- 10 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

June 1, 2017

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Int.

June 15, 2018

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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 Fifty-five Thousand Three Hundred Forty-one Dollars and Zero Cents (\$ 55,341.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract 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.)

Alternate Bid No. 1 - Remove & dispose of sound panels and mastic, 37 EA @ \$90.00/EA
Alternate Bid No. 2 – Remove & dispose of asbestos-containing TSI fittings & elbows, 1 LS @ \$5,760.00/LS

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
1. Mobilization	4 EA	\$240.00
2. Remove & dispose of asbestos-containing expansion cloth	8 EA	\$180.00
3. Remove & dispose of asbestos-containing thermal system insulation	200 LF	\$14.40
4. Remove & dispose of asbestos-containing fittings & elbows	160 EA	\$26.00
5. Remove & dispose of asbestos-containing carpet mastic	700 SF	\$2.75
6. Remove & dispose of asbestos-containing acoustical ceiling tile and glue	7,100 SF	\$3.92
7. Remove & dispose of asbestos-containing floor tile	200 SF	\$2.30
8. Remove & dispose of asbestos-containing floor tile & mastic	1,300 SF	\$2.58
9. Remove & dispose of asbestos-containing plaster soffit	160 SF	\$9.00
10. Remove & dispose of asbestos-containing interior window	90 SF	\$6.00
11. Remove & dispose of asbestos-containing window glazing, caulking & transite	120 SF	\$8.00
12. Remove & dispose of asbestos-containing sinks	1 EA	\$60.00
13. Remove & dispose of asbestos-containing bulletin board mastic	32 SF	\$7.50

§ 4.4 Allowances included in the Contract Sum, if any:

Int.

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User Notes:

(896749941)

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

In accordance with Article 9.10 of the Supplementary Conditions.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) 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, unless objected to by the Architect, 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 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add 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), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

Int.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 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 Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

In accordance with Article 9.10 of the Supplementary Conditions.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

In accordance with Article 15.2 of the Supplementary Conditions.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

In accordance with Article 15.2 of the Supplementary Conditions.

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 A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

Int.

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

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

%

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

Dave McKenzie
1137 South Riverside Drive
Iowa City, IA 52246
Email Address: mckenzie.dave@iccsd.k12.ia.us

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

Jim Zimmer
3205 W. 76th Street
Davenport, IA 52806
Email Address: jimzimmer@iailti.com

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 0800 (attached as Exhibit A)	Supplementary Conditions	March 14, 2017	18

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

Section	Title	Date	Pages
00 0010 (attached as Exhibit B)	Table of Contents	March 14, 2017	1

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

Int.

Number	Title	Date
ASB.0	Cover Asbestos Abatement Phasing Plan	March 14, 2017 March 14, 2017
ASB.1	Asbestos Abatement Phasing Plan	March 14, 2017
ASB.2	First Floor Asbestos Abatement Plan – Area F	March 14, 2017
ASB.3	First Floor Asbestos Abatement Plan – Area G	March 14, 2017

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
00 0491 (Addendum 1)	March 21, 2017	1

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

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

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or bond	Limit of liability or bond amount (\$0.00)

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

OWNER (Signature)

Chris Lynch
(Printed name and title)

CONTRACTOR (Signature)

Jim Zimmer Vice President
(Printed name and title)

Init.

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

The following Supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction," American Institute of Architects (AIA) Document A201 – 2007. Where any Article, Paragraph, Subparagraph or clause or portion thereof of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of that Article, Paragraph, Subparagraph or clause or portion thereof shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS

No Supplements

ARTICLE 2: OWNER

2.1 GENERAL

Add the following clauses to Subparagraph 2.1.1

2.1.1.1 The Owner is:

Name: Iowa City Community School District
County of Johnson, State of Iowa
Address: 1725 North Dodge Street
Iowa City, Iowa 52245

2.1.1.2 The Owner's Authorized Contract Representative is:

Name: Duane Van Hemert
Title: Director of Physical Plant
Address: 1137 South Riverside Drive
Iowa City, Iowa 52246
Telephone No. 319-688-1020

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete Subparagraph 2.2.3 and substitute the following Subparagraph:

2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project and a legal description of the site. The furnishing of this information does not make the Owner responsible for the accuracy of the information and it shall be the responsibility of the Contractor to satisfy himself relative to the accuracy and completeness of such information. The Contractor shall exercise proper precautions relating to the safe performance of the work.

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS & FIELD CONDITIONS BY CONTRACTOR

Add the following sentence to the end of 3.2.2:

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.

Add the following Section 3.2.5 to Section 3.2:

3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's Requests For Information (RFI) that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following subparagraphs 3.3.4, 3.3.5, and 3.3.6:

3.3.4 During times while school is in session, jackhammering, concrete sawing or other continuous loud noises will not be permitted. Activities of these types should be done before 8:00 a.m. or after 3:30 p.m.

3.3.5 The Owner reserves the right to retain ownership to any materials or equipment that are part of the existing facility. If material or equipment are to be removed from the site, Contractor shall detach such items and before removing from site, obtain permission from the Director of Facilities, or his designee, to do so. All items not retained by Owner shall be removed in a proper manner by the Contractor.

3.3.6 The Contractor shall submit to the Manager of Buildings and Grounds or the Construction Projects Supervisor before construction begins, one copy of Material Safety Data Sheets of hazardous substances to be stored on the Owner's premises or incorporated in the performance of this contract. The Contractor shall also keep Material Safety Data Sheets posted at the work site for all substances while these substances are on the Owner's premises. Hazardous substances shall be any substance which is covered by Iowa Law (Right to Know Rules).

It is the Contractor's responsibility to obtain copies of the Material Safety Data Sheets and the Hazardous Communication Program which lists and describes hazardous substances stored on the school's premises, and inform their employees of the potential exposure. This information is available in the administrative office of each building. Further details may be obtained from the Director of Facilities or the Construction Projects Supervisor.

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

3.6 TAXES

Delete Paragraph 3.6 and substitute the following Subparagraphs:

3.6.1 This Project is exempt from State and local sales and use taxes on sales of building materials and fixtures to construction contractors for incorporation into real estate for governmental bodies of the State of Iowa. The Contractor shall continue to pay sales tax on items that do not become a part of the Project. For details, refer to <http://www.state.ia.us/tax/business/Contr-ExEnt-Index.html> .

3.6.2 The Owner as a designated exempt entity will complete an online application to register this Project with the Iowa Department of Revenue and Finance. The Owner will distribute Tax Exemption Certificates and Authorization Letters to the Contractor and all Subcontractors who have been identified.

3.6.3 The Contractor shall provide a listing to the Owner identifying all Subcontractors. Contractor and Subcontractors shall make copies of the Tax Exemption Certificate and provide a copy to each supplier providing construction material. This Certificate will allow the Contractor and Subcontractors to purchase qualified building materials free from sales tax for the Project. The Tax Exemption Certificate and Authorization Letter have been developed exclusively for this purpose and are applicable only for this specific Project.

3.6.4 If the online registration is not available at the time The Contract is approved by the Owner, the Owner will notify the Contractor, in writing, and the cost of sales tax on all construction materials used for the Project will be added to the Contract Sum. The Contractor shall then submit Form 35-002 to the Owner for Iowa sales/use tax paid.

3.6.5 Payment will be made in accordance with the payment provisions set out in these specifications. Notwithstanding anything in these specifications to the contrary, no Final Payment shall be released until Form 35-002 has been filed with the Owner, where applicable, and all lien waivers are on file.

3.6.6 Notwithstanding anything herein to the contrary, Contractor shall file with Owner forms contemplated by the Iowa Code enabling Owner to apply for a refund for any sales or use tax paid in carrying out the work.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Delete Subparagraph 3.7.5 and substitute the following Subparagraph:

3.7.5 If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains, burial markers, archeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains and features. Requests for adjustments in the Contract Sum and Contract

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

Time arising from the existence or good faith belief of such existence of such remains or features may be made as provided in Article 15.

Add Clauses 3.7.5.1 through 3.7.5.3 to Section 3.7.5:

3.7.5.1 Upon securing building permits, any plan reviews and fees which may be required by the Local Jurisdiction Having Authority in which the project resides shall be borne by the Contractor.

3.7.5.2 The Contractor is responsible for scheduling inspections related to the performance of its Work and ensuring Work is complete for inspections. The Contractor is responsible for any costs associated with re-inspection caused by Work that is not in accordance with the requirements of the Contract Documents. In addition, the Contractor is responsible for costs associated with Architectural/ Engineering services related to evaluation of the deficiencies and development of an acceptable solution.

3.7.5.3 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect/ Engineer or Architect/Engineer's Consultants for services related to evaluation of the deficiencies and development of an acceptable solution, including agreed-upon changes in the Contract Documents.

Add the following Section 3.7.6 and associated clauses 3.7.6.1 thru 3.7.6.3:

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

3.7.6.1 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 within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another 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.

3.7.6.2 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, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that 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.

3.7.6.3 If the Contractor is a nonresident bidder, the Contractor is required to specify in the Agreement between the Owner and Contractor whether any preference (as described in 3.7.6.2) is in effect in the nonresident bidder's state or country at the time of this bid and identify the source of the regulation.

3.9 SUPERINTENDENT

Delete Subparagraphs 3.9.2 and 3.9.3 in their entirety.

SUPPLEMENTARY CONDITIONS

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

3.13 USE OF SITE

Add the following subparagraphs to 3.13:

3.13.1 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 advanced written notice of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely written notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

3.13.2 The Contractor, any subcontractor, supplier, vendor or anyone else for whom the Contractor is responsible, shall not bring on the site any asbestos, PCB's, petroleum, hazardous waste or radioactive materials, except for proper use in performing the Work.

3.13.3 **MANDATORY BACKGROUND CHECKS.** If selected to provide products and/or services to the District, the vendor shall participate in the District's background check process for any persons providing products or performing services on District property. The background check process will be administered at the front desk at the ICCSD Physical Plant Building. The District will provide to the vendor a badge for each individual approved through the background check process. The badge will include the name of the individual authorized to provide products or perform services on District property, the name of the vendor, and the school-year for which the authorization is valid. This badge must be shown to District personnel upon request. The background check process must be repeated each school year. No persons who are not approved by the District shall be permitted to provide any products to, or perform any services for, the District on District property. Contracts with vendors who fail to comply with these requirements will be subject to immediate termination at the sole discretion of the District.

3.13.4 For purposes of this specification, "VENDOR" shall be defined as a contractor and any representative or employee of a contractor, sub-contractor, sub-sub-contractor or vendor who receives an award of contract to provide products and/or services on District property.

3.13.5 Any unapproved persons who desire to conduct a site visit or attend meetings on District property prior to the award of a contract for a project must sign in at the meeting or at the District property and then be accompanied by a District employee or designated representative of the District during the duration of the site visit or meeting.

3.14 CUTTING AND PATCHING

Delete Section 3.14.1 and replace with the following:

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. Contractor shall be responsible for cutting and patching not specifically indicated on the drawings, but required for completion of their Work. No structural member shall be cut unless approved by the Architect or Architect's Consultants. All areas requiring cutting, fitting and patching shall be

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

ARTICLE 4: ARCHITECT

4.1 GENERAL

Delete Subparagraph 4.1.1 and substitute the following Subparagraph:

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

Add the following Clause:

4.1.1.1 The Architect is:

Name: SHIVE-HATTERY, INC.
Address: 2839 Northgate Drive
Iowa City, Iowa 52245
Phone No.: (319) 354-3040
Fax No.: (319) 354-6921
Project Contact Person: Chad Siems
Project Contact Email: csiems@shive-hattery.com

4.2 ADMINISTRATION OF THE CONTRACT

Add Clause 4.2.2.1 to Subparagraph 4.2.2:

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

Add to paragraph 4.2.13 the following sentence:

4.2.13 The term aesthetic effect includes, but is not limited to color, texture, profile, and relationship of masses.

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

ARTICLE 5: SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Section 5.2.1 and substitute with the following Section 5.2.1:

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within seven (7) calendar days after award of the contract and prior to execution of the contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will reply within seven (7) calendar days to the Contractor in writing stating (1) whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity, or (2) to state that the Architect requires additional time and/or information to complete the review. Failure of the Owner or Architect to reply within this time period shall constitute notice of no reasonable objections.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No Supplements

ARTICLE 7: CHANGES IN THE WORK

7.1 GENERAL

Add the following subparagraph 7.1.4 and associated clauses 7.1.4.1 thru 7.1.4.7:

7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:

7.1.4.1 For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.

7.1.4.2 For the Contractor, for Work performed by the Contractor's Subcontractors, 5 percent of the amount due the Subcontractors.

7.1.4.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, 15 percent of the cost.

7.1.4.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.

7.1.4.5 The maximum allowable combined overhead and profit passed through to the Owner under any circumstances shall be a maximum of 25 percent.

7.1.4.6 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

7.1.4.7 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their property can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

7.2 CHANGE ORDERS

Add the following subparagraph 7.2.2:

7.2.2 The forms used to process a Change Order will include AIA Document G701, Change Order.

ARTICLE 8: TIME

8.1 DEFINITIONS

Delete Section 8.1.4 and substitute the following Section 8.1.4:

8.1.4 The term "Day(s)" as used in the Contract Documents shall mean calendar days.

8.2 PROGRESS AND COMPLETION

8.2.2 Delete the word "knowingly" in the first sentence.

8.2.3 Insert after "Substantial Completion" the following: "...and Final Completion within the Contract Times specified."

ARTICLE 9: PAYMENTS AND COMPLETION

9.3 APPLICATION FOR PAYMENT

Delete Subparagraph 9.3.1 and substitute the following Subparagraph 9.3.1:

9.3.1 At least 30 days before the date established for each progress payment, the Contractor shall submit to the Architect 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 or Architect 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.

Add the following sentence to Subparagraph 9.3.1:

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

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

Add the following Clause 9.3.1.3 to Subparagraph 9.3.1:

9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Delete Subparagraph 9.5.3 in its entirety.

9.6 PROGRESS PAYMENTS

Delete Section 9.6.1 and substitute the following Section 9.6.1:

9.6.1 After the Architect has issued a Certificate for Payment and the Owner has approved the Application for Payment the Owner shall make payment in the manner provided in the contract Documents and in accordance with Iowa Code Chapters 26 and 573, latest edition.

Delete the first two sentences of Subparagraph 9.6.4 so that it reads as follows:

9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.8 SUBSTANTIAL COMPLETION

Delete Subparagraph 9.8.1 and substitute the following subparagraph:

9.8.1 Substantial Completion is the stage in the progress of the Work when all requirements of Paragraph 9.10 Final Completion and Final Payment have been satisfactorily completed.

Delete Subparagraph 9.8.2

Add the following Clause 9.8.3.1 to Section 9.8.3:

9.8.3.1 The Architect will perform no more than one inspection per discipline (mechanical, electrical, architectural, structural, civil) to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for the amounts paid to the Architect for any additional inspections.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following Clause 9.10.1.1 to Section 9.10.1:

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

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

Add the following Subparagraph 9.10.6:

- 9.10.6 Final payment will be made not less than (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Subparagraphs 9.10.1 through 9.10.5. The following documents shall be completed by the contract completion date listed on the Form of Agreement and shall be received prior to making final payment:
- a. Letter of Completion from Contractor
 - b. Contractor's Affidavit of Release of Liens – AIA G706A
 - c. Consent of Surety to Final Payment – AIA G707
 - d. Lien Waiver for full amount of contract from the Contractor

Add the following Subparagraph 9.10.7 and Clauses 9.10.7.1 thru 9.10.7.4:

9.10.7 The following clauses are in accordance with Iowa Code, Chapter 26, Section 26.13, Early Release of Retainage, and are reiterated here for reference. Other provisions of Chapter 26, Chapter 573, and other applicable Chapters of the Code also apply

9.10.7.1 At any time after all work on the project is substantially completed, the Contractor may request the release of all or part of the retained funds owed. The request shall be accompanied by a sworn statement of the Contractor that, ten (10) calendar days prior to filing the request, notice was given as required by subsection 7 (of Chapter 26) to all known subcontractors, sub-subcontractors and suppliers.

9.10.7.2 Except as provided under subsection 3 (of Chapter 26), upon receipt of such request, the Owner shall release all or part of the retained funds. Retained funds that are approved as payable shall be paid at the time of the next monthly payment or within 30 days, whichever is sooner. If partial retained funds are released pursuant to a Contractor's request, no retained funds shall be subsequently held based on that portion of the work. If within 30 days of when payment becomes due the Owner does not release the retained funds due, interest shall accrue on the amount of retained funds at the rate of interest that is calculated as the prime rate plus one percent per year as of the day interest begins to accrue until the amount is paid.

9.10.7.3 If labor and/or materials are yet to be provided at the time the request for the release of the retained funds is made, an amount equal to 200% of the value of the labor and/or materials yet to be provided, as determined by the Owner, may be withheld until such labor and/or materials are provided.

9.10.7.4 An itemization of the labor and/or materials yet to be provided, or the reason that the request of retained funds is denied, shall be provided to the Contractor within 30 calendar days of the receipt for release of retained funds.

Add the following Paragraph 9.11 to ARTICLE 9:

9.11 LIQUIDATED DAMAGES

9.11.1 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner One Thousand Five Hundred and 00/100 Dollars \$1,500.00 as liquidated damages, and not as a penalty, for each day (day as defined by 8.1.4) of delay after the

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

established date of Substantial or Final Completion until the Work is substantially or finally complete.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add to Subparagraph 10.2.2:

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, regulations and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss. This requirement also includes compliance with Iowa's Smoke Free Air Act and Iowa's Sex Offender law which no longer allows registered sex offenders to be on school property without the school's permission. Refer to the Acknowledgment and Certification document 00 0801 that all Contractors, Subcontractors, and Vendors must sign.

Delete Subparagraph 10.2.4 and substitute the following Subparagraph:

10.2.4 When use, handling, and/or storage of explosives or other hazardous materials or equipment or unusual methods is necessary for execution of the work, the Contractor shall give the Owner reasonable advance notice and shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel.

10.3 HAZARDOUS MATERIALS

Add the following sentence to Section 10.3.4.

10.3.4 No product containing asbestos, Polychlorinated Biphenyl (PCB), lead-based materials or any other hazardous material identified by the United State Environmental Protection Agency shall be incorporated into the Work.

Add the following Section 10.3.7

10.3.7 The Owner's existing facility where the Project is being constructed is likely to contain asbestos. The location of asbestos materials (if present) is on file with the Owner. The Contractor shall not remove or disturb any asbestos materials unless licensed to do so in the State where this Project is located. If asbestos must be removed and such removal is not already a part of this Contract, contact the Owner who will arrange for the proper removal of the asbestos materials by others if it is mutually agreed the asbestos materials needs to be removed.

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

Add the following Clauses 11.1.2.1 through 11.1.2.4 to Subparagraph 11.1.2:

11.1.2.1 Worker's Compensation Insurance and Employer's Liability insurance shall be carried by the Contractor in accordance with the requirements of the statutes of the State or States in which the work will be performed plus Federal Laws.

11.1.2.2 The limits for Commercial General Liability Insurance coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate (Maintain for two (2) years after final payment.)

\$1,000,000 personal and advertising injury

\$1,000,000 each occurrence personal injury

\$250,000 for damage to premises rented to Contractor

\$10,000 on medical expenses on any one person

Products/Completed Operations Aggregate, maintain for two (2) years after final payment:

\$1,000,000; Broad form property damage coverage shall include completed operations Aggregate Limits per Project Endorsement or Equivalent

.1 The policy shall be endorsed to have the General Aggregate apply on a per project basis.

.2 The policy shall be written on an occurrence form of coverage.

.3 The policy shall include coverage for the hazards of underground explosion and collapse.

11.1.2.3 Business automobile liability including hired and non-owned automobile liability with limits not less than:

\$1,000,000 per accident for bodily injury and property damage

11.1.2.4 Excess/umbrella liability coverage shall be provided with limits of:

\$2,000,000 each occurrence

\$2,000,000 general aggregate

Add the following Clause 11.1.3.1 to Subparagraph 11.1.3:

SUPPLEMENTARY CONDITIONS

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

11.1.3.1 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.

Delete Subparagraph 11.1.4 and replace it with the following Subparagraph 11.1.4:

11.1.4 The Contractor shall cause all liability coverages (General, Auto and Excess Liability) except Workers Compensation and Employers Liability coverage required by the Contract Documents to include 1) the Owner, Architect, Architect's consultants, and agents and employees as additional insureds for the claims caused in whole or in part by the Contractor's negligent acts or omissions during 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 Contractor's completed operations. The commercial liability coverage shall be primary and non-contributory for benefit of additional insureds and provide for severability of interest for additional insureds.

Add the following Subparagraph 11.1.5:

11.1.5 All insurance coverages provided by the Contractor under Section 11 shall provide for a waiver of subrogation to the Owner, Architect and Architect's consultants, and agents and employees.

Add the following Subparagraph 11.1.6 and Clauses 11.1.6.1 thru 11.1.6.4:

11.1.6 All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

11.1.6.1 Non-waiver of Government Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

11.1.6.2 Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

11.1.6.3 Assertion of Government Liability: The Owner shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

11.1.6.4 Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

11.3 PROPERTY INSURANCE

Delete Clause 11.3.1.4 and substitute the following Clause:

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

11.3.1.4 The Contractor shall at the Contractor's own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work.

Add the following Clause 11.3.1.6 to Subparagraph 11.3.1:

11.3.1.6 The insurance required by Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Subparagraph 11.3.7.

11.4 PERFORMANCE AND PAYMENT BONDS

Not required.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

Add the following Clause 12.2.2.4 to Subparagraph 12.2.2:

12.2.2.4 Upon request by the Owner and prior to the expiration of two years from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete Paragraph 13.1 and substitute the following Paragraph:

The Contract shall be governed by the law of the place where the Project is located.

13.6 INTEREST

Delete Subparagraph 13.6. and substitute the following Subparagraph:

Payments due and unpaid under the Contract Documents shall bear interest from the date the payment is due and shall bear interest at the rate established by Section 573.12, Code of Iowa, latest revision.

13.7 TIME LIMITS ON CLAIMS

Delete Paragraph 13.7 in its entirety and substitute the following Paragraph 13.7.1 and Clauses 13.7.1.1 thru 13.7.1.3:

13.7.1 As between the Owner and the Contractor, the commencement of the statutory limitation period shall be as follows:

DOCUMENT 00 0800 EXHIBIT A
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

13.7.1.1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

13.7.1.2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment.

13.7.1.3 After Final Certificate of Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

Add the following Paragraph 13.8 to ARTICLE 13:

13.8 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act, the Code of Iowa, Chapter 216 Civil Rights Commission and the rules and regulations adopted thereto by the Iowa Civil Rights Commission. The Contractor shall not discriminate against any employee or applicant because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap. The Contractor shall require similar clauses in all of its subcontracts for service or materials.

13.9 WORK HOURS

13.9.1 The Contractor shall perform no work outside of the Owner's regular hours of 6:00 a.m. to 7:00 p.m. Monday through Friday (except legal holidays) without written approval of the Owner unless noted elsewhere in the Contract Documents.

13.11 TOBACCO PRODUCTS

Add the following subparagraph to 13.11:

13.11.1 ICCSD School Board Policy #107 Drug-free Environment states the following: "School District facilities and grounds, ... are off limits for tobacco use, including the use of nicotine products that are not FDA (Federal Drug Administration) approved for tobacco cessation. This policy applies to students, employees, and visitors and applies at all times, including school-sponsored and non-school-sponsored events. Persons failing to abide by this policy are required to extinguish their smoking material, dispose of the tobacco/nicotine product and leave the school district premises immediately."

13.12 SEX OFFENDER ACKNOWLEDGEMENT AND CERTIFICATION

13.12.1 Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor, all sub-contractors, suppliers and vendors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, sub-contractor, supplier or vendor at the schools of the District.

The Contractor and all sub-contractors, suppliers and vendors shall provide a signed original of an Acknowledgement and Certificate letter (provided at the end of this section). No worker of the Contractor or any sub-contractor, supplier or vendor will be allowed to work, deliver or conduct business on site until this letter is received by the Architect.

It shall be the responsibility of the Contractor to provide the Acknowledgement and Certification letter to all sub-contractors, suppliers and vendors. An initial list of sub-contractors, suppliers and vendors shall be provided to the Architect with the signed contract. Updates to the sub-contractor/supplier/vendor list shall be provided to the Architect within three (3) calendar days after any additional entities are contracted by the Contractor.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

No Supplements

ARTICLE 15: CLAIMS AND DISPUTES

Add Clauses 15.1.5.3 and 15.1.5.4 to Subparagraph 15.1.5:

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

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

Delete Subparagraph 15.1.6 Claims for Consequential Damages

Add the following sentence to Subparagraph 15.1.6:

If, before expiration of 30 days from the date of execution for this Agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

consequential damages by the Owner and Contractor contained in this Subparagraph 15.1.6 shall be applicable to the claims by the Contractor against the Architect.

15.2 INITIAL DECISION MAKER

Delete last sentence of Subparagraphs 15.2.5 and substitute the following:

If the parties do not mutually agree with the decision of the Initial Decision Maker, then resolution shall be subject to mediation, arbitration, litigation, or any other alternative dispute resolution process mutually agreeable to by the parties involved in the dispute.

Delete Subparagraph 15.2.6.

Delete Paragraphs 15.3 and 15.4 in their entirety.

END OF DOCUMENT

DOCUMENT 00 0800
SUPPLEMENTARY CONDITIONS
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, A201-2007

EXHIBIT A

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TABLE OF CONTENTS

EXHIBIT B

00 0001	PROJECT MANUAL TITLE PAGE
00 0005	CERTIFICATIONS PAGE
00 0010	TABLE OF CONTENTS
00 0015	LIST OF DRAWINGS

BIDDING DOCUMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

00 0200	INSTRUCTIONS TO BIDDERS
00 0210	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
00 0300	INFORMATION AVAILABLE TO BIDDERS
00 0410	BID FORM
00 0420	SCHEDULE OF BID PRICES
00 0500	AGREEMENT
00 0700	GENERAL CONDITIONS – AIA A201-2007
00 0800	SUPPLEMENTARY CONDITIONS – AIA A201-2007
00 0801	ACKNOWLEDGEMENT AND CERTIFICATION

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01 1000	SUMMARY OF WORK
01 2300	ALTERNATES
01 3100	COORDINATION AND MEETINGS
01 3300	SUBMITTALS
	<i>NOTIFICATION OF DEMOLITION AND RENOVATION</i>
01 4000	QUALITY CONTROL

DIVISION 2 – SITE WORK

02 8200	ASBESTOS ABATEMENT
	<i>WASTE SHIPMENT RECORD</i>

END OF DOCUMENT 00 0010

