



# 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 tenth day of April in the year two thousand eighteen  
(In words, indicate day, month and year.)

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

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

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

McComas Lacina Construction  
1310 Highland Court  
Iowa City, Iowa 52240

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

Lincoln Elementary School  
Renovation and Addition  
300 Teeters Court  
Iowa City, Iowa 52246

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

Design Alliance, 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.

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.

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### 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.)*

Work will commence on June 11, 2018.

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:

Not Applicable.

§ 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 as follows:

*(Paragraphs deleted)* Contractor shall achieve Substantial Completion by August 1, 2019.

*(Table deleted)*

, 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.)*

It is understood and agreed that completion of the 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 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 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.

#### 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 eight million sixty-eight thousand dollars (\$ 8,068,000.00 ), 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:

Not Applicable

§ 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)
Unit Price 1 – Fill Beneath Building Slab-On-Grade	Per cubic yard	\$60.00
Unit Price 2 – Fill Beneath Building Footings	Per cubic yard	Add or Deduct \$65.00
Unit Price 3 – Fill Beneath Pavement On Grade	Per cubic yard	Add or Deduct \$60.00

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

Not Applicable

*(Table deleted)*

#### 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 certified amount 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 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, 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.

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

Not Applicable

§ 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 earlier than 30 days after the issuance of the Architect's final Certificate for Payment in accordance with state law.

## 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.

*(Paragraphs deleted)*



**§ 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)*

**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.

§ 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. *(Paragraph deleted)*

Current rate in effect for stamped warrants pursuant to Iowa Code §74.2.

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

Duane Van Hemert, Director, Facilities Management  
Iowa City Community School District  
1137 South Riverside Drive  
Iowa City, Iowa 52246

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

Mike Hahn  
McComas-Lacina Construction  
1310 Highland Court  
Iowa City, Iowa 52240

§ 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:

Not Applicable

**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
Specification 00 7300	Supplementary Conditions	February 28, 2018	1 through 25

§ 9.1.4 The Specifications:

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

See Exhibit A, Table of Contents

*(Table deleted)*

§ 9.1.5 The Drawings:

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

See Exhibit B, List of Drawings

*(Table deleted)*

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	March 20, 2018	1 - 3 plus attachments
Addendum No. 2	March 28, 2018	1 - 6 plus attachments
Addendum No. 3	March 30, 2018	1 - 2

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.

*(Paragraphs deleted)*


#### 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.

*(Paragraph deleted)*

*(Table deleted)*

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

  
\_\_\_\_\_  
OWNER *(Signature)*  
Janet Godwin, Board President  
*(Printed name and title)*

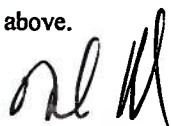
  
\_\_\_\_\_  
CONTRACTOR *(Signature)*  
Mike Hahn, Co-Owner  
*(Printed name and title)*

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A5.4	PLAN DETAILS
A5.5	PLAN DETAILS
A5.6	DOOR DETAILS
A5.7	WINDOW DETAILS
A5.8	DOOR AND WINDOW FRAME TYPES
A6.1	SCHEDULES
A6.2	WALL TYPES
A6.3	CASEWORK DETAILS
A6.4	MISC. DETAILS

**STRUCTURAL**

S0.1	STRUCTURAL NOTES
S0.2	STRUCTURAL NOTES
S1.1	FOUNDATION PLAN - AREA C
S1.2	MEZZANINE LEVEL & LOW ROOF FRAMING PLAN - AREA C
S1.3	MAIN LEVEL FOUNDATION & FLOOR FRAMING PLAN - AREA A
S1.4	MAIN LEVEL FOUNDATION & FLOOR FRAMING PLAN - AREA B
S1.5	MAIN LEVEL FOUNDATION & FLOOR FRAMING PLAN - AREA C
S1.6	ROOF FRAMING PLAN - AREA A
S1.7	ROOF FRAMING PLAN - AREA B
S1.8	ROOF FRAMING PLAN - AREA C
S5.1	STRUCTURAL DETAILS
S5.2	STRUCTURAL DETAILS

- S5.3 STRUCTURAL DETAILS
- S5.4 STRUCTURAL DETAILS

**MECHANICAL**

- M0.0 MECHANICAL SYMBOL LEGEND & GENERAL NOTES
- MD1.1 MAIN LEVEL HVAC DEMOLITION - AREA A
- MD1.2 MAIN LEVEL HVAC DEMOLITION - AREA B
- MD1.3 LOWER LEVEL HVAC DEMOLITION - AREA A
- MD1.4 LOWER LEVEL HVAC DEMOLITION - AREA B
- MD2.1 ROOF HVAC DEMOLITION PLAN
- M1.1 MAIN LEVEL HVAC - AREA A
- M1.2 MAIN LEVEL HVAC - AREA B
- M1.3 MAIN LEVEL HVAC - AREA C
- M1.4 LOWER LEVEL HVAC
- M2.1 ROOF HVAC
- MH1.1 MAIN LEVEL PIPING - AREA A
- MH1.2 MAIN LEVEL PIPING - AREA B
- MH1.3 MAIN LEVEL PIPING - AREA C
- MH1.4 LOWER LEVEL PIPING
- M3.0 MECHANICAL DETAILS
- M3.1 MECHANICAL DETAILS
- M4.0 MECHANICAL CONTROLS
- M4.1 MECHANICAL CONTROLS
- M5.0 MECHANICAL SCHEDULES
- M5.1 MECHANICAL SCHEDULES

**PLUMBING**

- PD1.1 MAIN LEVEL PLUMBING DEMOLITION - AREA A
- PD1.2 MAIN LEVEL PLUMBING DEMOLITION - AREA B
- PD1.3 FOUNDATION PLUMBING DEMOLITION
- P0.1 FOUNDATION PLUMBING - AREA A
- P0.2 FOUNDATION PLUMBING - AREA B
- P0.3 FOUNDATION PLUMBING - AREA C
- P1.1 MAIN LEVEL PLUMBING - AREA A
- P1.2 MAIN LEVEL PLUMBING - AREA B
- P1.3 MAIN LEVEL PLUMBING - AREA C
- P1.4 LOWER LEVEL PLUMBING
- P3.0 PLUMBING DETAILS
- P3.1 PLUMBING DETAILS
- P5.0 PLUMBING SCHEDULES
- P9.0 PLUMBING RISER DIAGRAM
- P9.1 PLUMBING RISER DIAGRAM



**FIRE:**

- F1.1 FIRST FLOOR FIRE SUPPRESSION PLAN - AREA A
- F1.2 FIRST FLOOR FIRE SUPPRESSION PLAN - AREA B
- F1.3 FIRST FLOOR FIRE SUPPRESSION PLAN - AREA C
- F1.4 LOWER LEVEL FIRE SUPPRESSION PLAN

**ELECTRICAL:**

- E0.0 ELECTRICAL GENERAL NOTES
- E0.1 ELECTRICAL SYMBOLS
- E0.2 SITE PLAN ELECTRICAL
- ED1.1 DEMOLITION FLOOR PLAN - POWER & SYSTEMS - AREA A
- ED1.2 DEMOLITION FLOOR PLAN - POWER & SYSTEMS - AREA B
- ED1.3 DEMOLITION FLOOR PLAN - LIGHTING - AREA A
- ED1.4 DEMOLITION FLOOR PLAN - LIGHTING - AREA B
- ED1.5 DEMOLITION FLOOR PLAN - ELECTRICAL - LOWER LEVELS
- E1.1 MAIN LEVEL POWER PLAN - AREA A
- E1.2 MAIN LEVEL POWER PLAN - AREA B
- E1.3 MAIN LEVEL POWER PLAN - AREA C
- E1.4 LOWER LEVEL POWER PLANS
- E1.5 ROOF POWER PLAN
- E2.1 MAIN LEVEL SYSTEMS PLAN - AREA A
- E2.2 MAIN LEVEL SYSTEMS PLAN - AREA B
- E2.3 MAIN LEVEL SYSTEMS PLAN - AREA C
- E2.4 LOWER LEVEL SYSTEMS PLANS
- E3.1 MAIN LEVEL LIGHTING PLAN - AREA A
- E3.2 MAIN LEVEL LIGHTING PLAN - AREA B
- E3.3 MAIN LEVEL LIGHTING PLAN - AREA C
- E3.4 LOWER LEVEL LIGHTING PLANS
- E4.1 ELECTRICAL ONE-LINE DIAGRAM
- E5.1 ELECTRICAL DETAILS
- E5.2 SYSTEM DETAILS
- E5.3 SYSTEM DETAILS
- E5.4 SYSTEM DETAILS
- E6.1 ELECTRICAL SCHEDULES
- E6.2 ELECTRICAL SCHEDULES
- E6.3 ELECTRICAL SCHEDULES
- E6.4 ELECTRICAL SCHEDULES

**END OF SECTION**