



AIA® Document A101® – 2017

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

AGREEMENT made as of the Second day of October in the year Two Thousand and Twenty Three

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Iowa City Community School District
1137 Riverside
Iowa City, IA 52246

and the Contractor:

(Name, legal status, address and other information)

City Construction
2346 Morman Trek Blvd, Suite 205
Iowa City, IA 52246

for the following Project:

(Name, location and detailed description)

Iowa City Community School District Weber HVAC Replacement
3850 Rohret Rd
Iowa City, IA 52246

The Architect:

(Name, legal status, address and other information)

Design Engineers, P.C.
8801 Prairie View Ln SW
Ste 200
Cedar Rapids, IA 52404

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:

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

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

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

[X] By the following date: August 12, 2025

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

Portion of Work	Substantial Completion Date
Phase 1	August 7, 2024
Phase 2	December 6, 2024
Phase 3	February 14, 2025
Phase 4	April 25, 2025
Phase 5	August 12, 2025

§ 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 Three million, five hundred thirty-five thousand and two hundred dollars (\$ 3,535,200.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

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

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
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§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Thirtieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth 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 forty-five (45) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

The 5% retainage cannot be paid until Owner has made final acceptance of the project and 31 days have elapsed from date of that acceptance.

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

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

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

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

Ruthina Malone
Iowa City Community Schools
Physical Plant
1137 Riverside Drive
Iowa City, IA 52240

§ 8.3 The Contractor’s representative:

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

Dustin Nordell
City Construction
2346 Mormon Trek Blvd, Suite 205
Iowa City, IA 52246

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§ 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.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

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

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
GENERAL		
G100	COVER SHEET	8/9/2023
G200	PHASING PLAN	8/9/2023
ARCHITECTURAL		
AD100	ARCHITECTURAL DEMOLITION PLAN	8/9/2023
AD200	ARCHITECTURAL CEILING DEMOLITION PLAN	8/9/2023
A100	ARCHITECTURAL PLAN	8/9/2023
A101	ARCHITECTURAL ROOF PLAN	8/9/2023
A200	ARCHITECTURAL CEILING PLAN	8/9/2023
FIRE SUPPRESSION		
FX100	FIRE SUPPRESSION PLANS	8/9/2023
PLUMBING		
P100	PLUMBING PLANS	8/9/2023
HVAC		
HD100	HVAC PIPING DEMOLITION PLAN – OVERALL	8/9/2023
HD100A	HVAC PIPING DEMOLITION PLAN – AREA A	8/9/2023

HD100B	HVAC PIPING DEMOLITION PLAN – AREA B	8/9/2023
HD100C	HVAC PIPING DEMOLITION PLAN – AREA C	8/9/2023
HD100D	HVAC PIPING DEMOLITION PLAN – AREA D	8/9/2023
HD101	HVAC PIPING DEMOLITION PLAN – MEZZANINE	8/9/2023
HD200	HVAC DUCTWORK DEMOLITION PLAN – OVERALL	8/9/2023
HD200A	HVAC DUCTWORK DEMOLITION PLAN – AREA A	8/9/2023
HD200B	HVAC DUCTWORK DEMOLITION PLAN – AREA B	8/9/2023
HD200C	HVAC DUCTWORK DEMOLITION PLAN – AREA C	8/9/2023
HD200D	HVAC DUCTWORK DEMOLITION PLAN – AREA D	8/9/2023
HD202	HVAC DUCTWORK DEMOLITION PLAN – ROOF	8/9/2023
H100	HVAC PIPING AND DIFFUSER PLAN – OVERALL	8/9/2023
H100A	HVAC PIPING AND DIFFUSER PLAN – AREA A	8/9/2023
H100B	HVAC PIPING AND DIFFUSER PLAN – AREA B	8/9/2023
H100C	HVAC PIPING AND DIFFUSER PLAN – AREA C	8/9/2023
H100D	HVAC PIPING AND DIFFUSER PLAN – AREA D	8/9/2023
H101	HVAC PIPING AND DIFFUSER PLAN – MEZZANINE AND MECHANICAL ROOMS	8/9/2023
H200	HVAC DUCTWORK PLAN - OVERALL	8/9/2023
H200A	HVAC DUCTWORK PLAN – AREA A	8/9/2023
H200B	HVAC DUCTWORK PLAN – AREA B	8/9/2023
H200C	HVAC DUCTWORK PLAN – AREA C	8/9/2023
H200D	HVAC DUCTWORK PLAN – AREA D	8/9/2023
H202	HVAC PLAN – ROOF	8/9/2023
H300	HVAC GEOTHERMAL HEAT EXCHANGER PLAN	8/9/2023
H301	HVAC GEOTHERMAL HEAT EXCHANGER DETAILS	8/9/2023
H500	HVAC CONTROLS	8/9/2023
H501	HVAC CONTROLS	8/9/2023
H510	HVAC PIPING SCHEMATICS	8/9/2023
H520	HVAC PIPING DETAILS	8/9/2023
H530	HVAC SCHEDULES	8/9/2023
H531	HVAC SCHEDULES	8/9/2023
H540	HVAC NOTES AND SYMBOLS	8/9/2023

ELECTRICAL

ED100	ELECTRICAL DEMOLITION PLAN – OVERALL	8/9/2023
ED100A	ELECTRICAL DEMOLITION PLAN – AREA A	8/9/2023
ED100B	ELECTRICAL DEMOLITION PLAN – AREA B	8/9/2023
ED100C	ELECTRICAL DEMOLITION PLAN – AREA C	8/9/2023
ED100D	ELECTRICAL DEMOLITION PLAN – AREA D	8/9/2023
ED101	ELECTRICAL DEMOLITION PLAN – MEZZANINE	8/9/2023
E100	ELECTRICAL PLAN – OVERALL	8/9/2023
E100A	ELECTRICAL PLAN – AREA A	8/9/2023
E100B	ELECTRICAL PLAN – AREA B	8/9/2023
E100C	ELECTRICAL PLAN – AREA C	8/9/2023
E100D	ELECTRICAL PLAN – AREA D	8/9/2023
E101	ELECTRICAL PLAN – MEZZANINE	8/9/2023
E500	ELECTRICAL RISER INFORMATION	8/9/2023
E510	ELECTRICAL SCHEDULES	8/9/2023
E511	ELECTRICAL SCHEDULES	8/9/2023
E512	ELECTRICAL SCHEDULES	8/9/2023
E520	ELECTRICAL DETAILS	8/9/2023
E530	ELECTRICAL NOTES AND SYMBOLS	8/9/2023

.4 Specifications

Section	Title	Date	Pages
DIVISION 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	8/9/2023	
00 0001	Table of Contents		3
00 0020	List of Drawings		2
00 0030	Advertisement for Bids		1
00 0100	Instructions to Bidders		3
00 0300	Bid Form		2
00 0400	Bid Bond		1
00 0500	Agreement		1
00 0700	General and Supplementary Conditions		3
00 0800	Special Conditions		2
00 6113	Bonds and Certificates		1
DIVISION 01	GENERAL REQUIREMENTS	8/9/2023	
01 1000	Summary of Work		2
01 2600	Contract Modification Procedures		2
01 2900	Payment Procedures		2
01 3100	Project Management and Coordination		6
01 3200	Construction Progress Documentation		2
01 3300	Submittal Procedures		5
01 4000	Quality Requirements		5
01 4200	References		15
01 5000	Temporary Facilities and Controls		5
01 6000	Product Requirements		4
01 7300	Execution		5
01 7329	Cutting and Patching		3
01 7700	Closeout Procedures		4
01 7823	Operation and Maintenance Data		6
01 7839	Project Record Documents		3
01 7900	Demonstration and Training		2
01 9113	General Commissioning Requirements		2
DIVISION 09	FINISHES	8/9/2023	
09 0561	Common Work Results for Flooring Preparation		2
09 5100	Acoustical Ceilings		3
09 6500	Resilient Flooring		2
09 9123	Interior Painting		5
DIVISION 21	FIRE SUPPRESSION	8/9/2023	
21 0010	Fire Suppression General Provisions		6
21 0500	Common Work Results for Fire Suppression		2
21 1000	Water-Based Fire Suppression System		5
DIVISION 22	PLUMBING	8/9/2023	
22 0010	Plumbing General Provisions		7
22 0500	Common Work Results for Plumbing		2
22 1316	Sanitary Waste and Vent Piping		4
DIVISION 23	HVAC	8/9/2023	
23 0010	HVAC General Provisions		10
23 0500	Common Work Results for HVAC		3
23 0513	Common Motor Requirements for HVAC Equipment		2
23 0519	Meters and Gauges for HVAC Piping		2
23 0523	General Duty Valves for HVAC Piping		2
23 0529	Hangers and Supports for HVAC Piping and Equipment		3
23 0548	Vibration Controls for HVAC Piping and Equipment		5
23 0553	Identification for HVAC Piping, Ductwork and Equipment		4

23 0593	Testing, Adjusting and Balancing for HVAC	5
23 0700	HVAC Insulation	6
23 0900	Building Automation System	25
23 2113	Hydronic Piping	8
23 2113.33	Ground Heat Exchanger – Horizontal	8
23 2123	Hydronic Pumps	4
23 2300	Refrigerant Piping	3
23 3113	Metal Ducts	5
23 3300	Air Duct Accessories	3
23 3416	HVAC Fans	3
23 3713	Diffusers, Registers and Grilles	1
23 7200	Air to Air Energy Recovery Equipment	3
23 7400	Packages Outdoor HVAC Equipment	4
23 8127	Variable Refrigerant Flow System	9
23 8220	Blower Coil Units	3
23 8223	Unit Ventilators	3
23 8233	Radiant Heaters	1
23 8239	Unit Heaters	2

DIVISION 26 ELECTRICAL 8/9/2023

26 0010	Electrical General Provisions	9
26 0500	Common Work Results for Electrical	2
26 0519	Low-Voltage Electrical Power Conductors and Cables	3
26 0526	Grounding and Bonding for Electrical Systems	2
26 0529	Hangers and Supports for Electrical Systems	2
26 0533	Raceways and Boxes for Electrical Systems	7
26 0553	Identification for Electrical Systems	3
26 2416	Panelboards	3
26 2726	Wiring Devices	3
26 2816	Enclosed Switches and Circuit Breakers	4
26 2923	Variable-Frequency Motor Controllers	4
26 5000	Lighting	4

DIVISION 28 ELECTRONIC SAFETY AND SECURITY 8/9/2023

28 0010	Electronic Safety and Security General Provisions	8
28 3100	Fire Alarm and Detection System	9

.5 Addenda, if any:

Number	Date	Pages
Addendum #1	08/22/2023	10
Addendum #2	8/29/2023	14
Addendum #3	8/31/2023	14

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.

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

[
(Paragraphs deleted)

X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
General and Supplementary Conditions	00 0700	08/09/2023	4

Init.

(Paragraphs deleted)

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

DocuSigned by:

Ruthina Malone

OWNER (Signature)

Ruthina Malone, Board President
(Printed name and title)

DocuSigned by:

Dustin Nordell

CONTRACTOR (Signature)

Dustin Nordell, Vice President
(Printed name and title)

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