

# **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 Seventeenth day of June in the year Twenty-Two  
*(In words, indicate day, month and year.)*

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

City of Ankeny, IA  
220 West First Street  
Ankeny, IA 50023

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

Rochon Corporation Of Iowa  
3401 106<sup>th</sup> Circle  
Urbandale, IA 50322

for the following Project:  
*(Name, location and detailed description)*  
Ankeny Community Senior Center  
250 NW Ash Drive  
Ankeny, IA 50023

The project consists of the construction of a new two-story community building of approximately 30,300 Sq. Ft. located at 250 NW Ash Drive. Sitework includes grading, storm detention, paving, and landscaping. The building will include a multi-purpose gym, courts & equipment for pickle ball, basketball equipment, a walking track, rooms with exercise equipment, a billiards room, game and craft rooms, a dining room, warming kitchen, offices, and associated amenities. Building construction will consist of structural steel framework, steel decking, rigid insulation, membrane roof, exterior metal stud walls with brick/cast stone masonry veneer, metal wall panels, insulation, sheathing, weather barriers, aluminum curtainwall and storefront, glazing, painted gypsum wallboard, architectural woodwork, acoustical ceilings, tiling, specialty court and track surfacing, elevator, stairs and railings. The construction shall include all civil, landscape, architectural, structural, mechanical, electrical and technology systems. Furniture, fixtures, and owner equipment will be provided by separate contract.

### **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.

The Architect:  
(Name, legal status, address and other information)  
Shive-Hattery, Inc.  
4235 Westown Parkway, Suite 100  
West Des Moines, IA 50266  
S-H #418599-2

The Owner and Contractor agree as follows. 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.)

The work must commence on or about July 1, 2020 and be completed by September 1, 2021

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

Init.

§ 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.

☒ By the following date: The work must commence on or about July 1, 2020 and be completed by September 1, 2021

§ 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

September 1, 2021

§ 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 total Contract Sum including alternates shall be Five Million Six Hundred Fifty-Four Thousand Dollars and Zero Cents (\$ 5,654,000.00 ), 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
Alternate No.-1: Additional Parking Lot	\$54,000.00
Alternate No.-2: Add Windows In Gym	\$44,000.00
Alternate No.-3: Add Porch	\$81,000.00

§ 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
N/A		

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

(Identify each allowance.)

Item	Price
N/A	

§ 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)
N/A		

§ 4.5 Liquidated damages, if any:

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

Should the contractor fail to substantially complete the work by September 1, 2021, liquidated damages in the amount of \$1,000.00 per day thereafter will be assessed until the project is determined by the Owner and Architect to be substantially complete. The contractor shall fully complete the project no later than thirty days after the date of substantial completion. Fully complete shall be defined as all punch list items and closeout submittals having been completed to the Owner and Architect's satisfaction.

**§ 4.6 Other:**

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

N/A

**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 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

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

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

Per Document 00 7300 Supplementary Conditions: 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.)*

N/A

§ 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.)*

N/A

§ 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.)*

N/A

§ 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:

Per Document 00 7300 Supplementary Conditions

#### § 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.)*



N/A

## 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.)*

10% of the bid amount, or, the current contract amount, whichever is greater.

§ 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)*

Paul Moritz, Assistant City Manager  
City Of Ankeny, IA  
220 West First Street  
Ankeny, IA 50023  
email: PMoritz@AnkenyIowa.gov

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

Russell Carew, President  
Rochon Corporation of Iowa  
3401 106<sup>th</sup> Circle  
Urbandale, IA 50322  
Email: rcarew@rochoncorpofiowa.com

§ 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.)*

N/A

§ 8.7 Other provisions:

N/A

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 A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

*(Paragraphs deleted)*

- .5 Drawings

Number	Title	Date
G000	Drawing Sheet Index	04-29/2020

- .6 Specifications

Section	Title	Date	Pages
00 0110	Table of Contents	04-29-2020	10

- .7 Addenda, if any:

Number	Date	Pages
#01	05-28-2020	19
#02	06-05-2020	93

Init.

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

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

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

☐ [ N/A ] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ [ X ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7300	Supplementary Conditions	04-29-2020	10

**.9 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.)*

Digital Data File Transmittal Terms & Conditions

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

City of Ankeny, IA

Rochon Corporation of Iowa

\_\_\_\_\_  
**OWNER (Signature)**

Gary Lorenz Mayor  
*(Printed name and title)*



\_\_\_\_\_  
**CONTRACTOR (Signature)**

Russell Carew President  
*(Printed name and title)*

Init.



# Additions and Deletions Report for AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:15:18 ET on 06/22/2020.

## PAGE 1

**AGREEMENT** made as of the Seventeenth day of June in the year Twenty-Twenty

...

City of Ankeny, IA  
220 West First Street  
Ankeny, IA 50023

...

Rochon Corporation Of Iowa  
3401 106<sup>th</sup> Circle  
Urbandale, IA 50322

...

Ankeny Community Senior Center  
250 NW Ash Drive  
Ankeny, IA 50023

The project consists of the construction of a new two-story community building of approximately 30,300 Sq. Ft. located at 250 NW Ash Drive. Sitework includes grading, storm detention, paving, and landscaping. The building will include a multi-purpose gym, courts & equipment for pickle ball, basketball equipment, a walking track, rooms with exercise equipment, a billiards room, game and craft rooms, a dining room, warming kitchen, offices, and associated amenities. Building construction will consist of structural steel framework, steel decking, rigid insulation, membrane roof, exterior metal stud walls with brick/cast stone masonry veneer, metal wall panels, insulation, sheathing, weather barriers, aluminum curtainwall and storefront, glazing, painted gypsum wallboard, architectural woodwork, acoustical ceilings, tiling, specialty court and track surfacing, elevator, stairs and railings. The construction shall include all civil, landscape, architectural, structural, mechanical, electrical and technology systems. Furniture, fixtures, and owner equipment will be provided by separate contract.

## PAGE 2

Shive-Hattery, Inc.  
4235 Westown Parkway, Suite 100  
West Des Moines, IA 50266  
S-H #418599-2

The Owner and Contractor agree as follows.

## TABLE OF ARTICLES

...

[ X ] Established as follows:

...

The work must commence on or about July 1, 2020 and be completed by September 1, 2021

### PAGE 3

[ X ] By the following date: The work must commence on or about July 1, 2020 and be completed by September 1, 2021

...

September 1, 2021

...

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The total Contract Sum including alternates shall be Five Million Six Hundred Fifty-Four Thousand Dollars and Zero Cents (\$ 5,654,000.00 ), subject to additions and deductions as provided in the Contract Documents.

...

<u>Alternate No.-1: Additional Parking Lot</u>	<u>\$54,000.00</u>
<u>Alternate No.-2: Add Windows In Gym</u>	<u>\$44,000.00</u>
<u>Alternate No.-3: Add Porch</u>	<u>\$81,000.00</u>

...

N/A

...

N/A

...

N/A

### PAGE 4

Should the contractor fail to substantially complete the work by September 1, 2021, liquidated damages in the amount of \$1,000.00 per day thereafter will be assessed until the project is determined by the Owner and Architect to be substantially complete. The contractor shall fully complete the project no later than thirty days after the date of substantial completion. Fully complete shall be defined as all punch list items and closeout submittals having been completed to the Owner and Architect's satisfaction.

...

N/A

...

**§ 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 amount certified to the Contractor not later than the 25th day of the following

month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

**PAGE 5**

Per Document 00 7300 Supplementary Conditions: 5%

...

N/A

...

N/A

...

N/A

...

Per Document 00 7300 Supplementary Conditions

**PAGE 6**

%—N/A

...

☒ [ X ] Litigation in a court of competent jurisdiction

...

10% of the bid amount, or, the current contract amount, whichever is greater.

...

Paul Moritz, Assistant City Manager

City Of Ankeny, IA

220 West First Street

Ankeny, IA 50023

email: PMoritz@AnkenyIowa.gov

**PAGE 7**

Russell Carew, President

Rochon Corporation of Iowa

3401 106<sup>th</sup> Circle

Urbandale, IA 50322

Email: rcarew@rochoncorpofiowa.com

...

N/A

...

N/A

...

~~4~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this Agreement.)

...

<u>G000</u>	<u>Drawing Sheet Index</u>	<u>04-29/2020</u>
-------------	----------------------------	-------------------

...

<u>00 0110</u>	<u>Table of Contents</u>	<u>04-29-2020</u>	<u>10</u>
----------------	--------------------------	-------------------	-----------

...

<u>#01</u>	<u>05-28-2020</u>	<u>19</u>
<u>#02</u>	<u>06-05-2020</u>	<u>93</u>

PAGE 8

[ N/A ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

[ N/A ] The Sustainability Plan:

...

[ X ] Supplementary and other Conditions of the Contract:

...

<u>00 7300</u>	<u>Supplementary Conditions</u>	<u>04-29-2020</u>	<u>10</u>
----------------	-------------------------------------	-------------------	-----------

...

Digital Data File Transmittal Terms & Conditions

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

<u>City of Ankeny, IA</u>	<u>Rochon Corporation of Iowa</u>
---------------------------	-----------------------------------

...

<u>Gary Lorenz Mayor</u>	<u>Russell Carew President</u>
--------------------------	--------------------------------

## ***Certification of Document's Authenticity***

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:15:18 ET on 06/22/2020 under Order No. 7901664356 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



# **Document A101® – 2017 Exhibit A**

## **Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Eleventh day of June in the year Twenty-Twenty  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

Ankeny Community Senior Center  
250 NW Ash Dr.  
Ankeny, IA 50023  
S-H Project #418599-2

**THE OWNER:**  
(Name, legal status and address)

City of Ankeny  
220 West First St  
Ankeny, IA 50023

**THE CONTRACTOR:**  
(Name, legal status and address)

Rochon Corporation of Iowa  
3401 106<sup>th</sup> Circle.  
Urbandale, IA 50322

### **TABLE OF ARTICLES**

#### **A.1 GENERAL**

#### **A.2 OWNER'S INSURANCE**

#### **A.3 CONTRACTOR'S INSURANCE AND BONDS**

#### **A.4 SPECIAL TERMS AND CONDITIONS**

##### **ARTICLE A.1 GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

##### **ARTICLE A.2 OWNER'S INSURANCE**

###### **§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### **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.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

## § A.2.2 Liability Insurance

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

## § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

### Causes of Loss

### Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

### Coverage

### Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

## § A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

#### § A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- ☒ § A.2.4.1 **Loss of Use, Business Interruption**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[\$50,000 policy limit]

- ☒ § A.2.4.2 **Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[\$500,000 policy limit]

- ☒ § A.2.4.3 **Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[\$50,000 policy limit]

- ☒ § A.2.4.4 **Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[\$50,000 policy limit]

- ☐ § A.2.4.5 **Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- ☐ § A.2.4.6 **Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- ☒ § A.2.4.7 **Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

[\$50,000 policy limit]

#### § A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- ☐ § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

including costs of investigating a potential or actual breach of confidential or private information.  
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] § A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability, Commercial Auto Liability, Pollution coverage, if applicable, and excess or umbrella liability policy or policies. Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Architect.

**§ A.3.1.1.1** If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.

**§ A.3.1.1.2** The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Exhibit A. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations .** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability, commercial auto liability, pollution coverage, if applicable, and excess or umbrella liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.1.3.1** 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:

- .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.



- .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.
- .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.
- .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.

### **§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

No Additional Duration

**§ A.3.2.1.1** All insurance coverages, except workers compensation, provided by the Contractor under A.3 shall provide for a waiver of subrogation to the Owner, Architect and Architect's consultants, and agents and employees.

### **§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$ 1,000,000 ) each occurrence, two million (\$ 2,000,000 ) general aggregate (endorsed to apply on a per project basis), and two million (\$ 2,000,000 ) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 \$250,000 limit for damage to premises rented to Contractor
- .6 \$10,000 limit on medical expenses on any one person
- .7 \$10,000 limit on medical
- .8 Contractual liability for personal & advertising injury
- .9 Electronic data liability endorsement with limits not less than \$50,000

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.

*(Paragraph Deleted)*

- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.



- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million ( \$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage including coverage for pollution liability broaden cover for automobile per CA 9948 and MCS 90 filings if required by law.

**§ A.3.2.4** Excess/umbrella liability coverage shall be provided with policy limits not less than [two million] ( \$ [2,000,000] ) each occurrence and [two million ( \$[2,000,000] ) general aggregate . The Contractor may achieve the required limits and coverage for Commercial General Liability, Automobile Liability, and Employer Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than one million ( \$ 1,000,000 ) each accident, one million ( \$ 1,000,000 ) each employee, and one million ( \$ 1,000,000 ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than two million ( \$ 2,000,000 ) per claim and two million ( \$ 2,000,000 ) in the aggregate .

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than two million ( \$ 2,000,000 ) per claim and two million ( \$ 2,000,000 ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than two million ( \$ 2,000,000 ) per claim and two million ( \$ 2,000,000 ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than one million ( \$ 1,000,000 ) per claim and two million ( \$ 2,000,000 ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than one million ( \$ 1,000,000 ) per claim and one million ( \$ 1,000,000 ) in the aggregate.

### **§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

No Additional Duration

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- ☐ **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required.  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below.)*

None

- ☐ **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.

- ☐ **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than two million (\$ 2,000,000 ) per claim and two million (\$ 2,000,000 ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- ☒ **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- ☒ **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned and rented by the Contractor and used on the Project, including scaffolding and other equipment.

- ☒ **§ A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
Rigger's Liability	\$1,000,000

**Should the Contractors subcontractors or its lower tier subcontractor's work involve the moving, lifting, lowering, rigging or hoisting of property or equipment, Subcontractor shall carry Rigger's Liability insurance to insure against physical loss or damage to the property and/or equipment in the amount no less than \$1,000,000.**

#### **§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum
Payment Bond	100 percent of the Contract Sum
Performance Bond	100 percent of the Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

#### **ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

# Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:27:13 ET on 06/17/2020.

## PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Eleventh day of June in the year Twenty-Twenty

...

Ankeny Community Senior Center  
250 NW Ash Dr.  
Ankeny, IA 50023  
S-H Project #418599-2

...

City of Ankeny  
220 West First St  
Ankeny, IA 50023

...

Rochon Corporation of Iowa  
3401 106<sup>th</sup> Circle.  
Urbandale, IA 50322

## PAGE 2

...

## PAGE 3

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

...

☒ § A.2.4.1 **Loss of Use, Business Interruption, and ~~Delay in Completion Insurance~~**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

...

[\$50,000 policy limit]

...

- ☒ § A.2.4.2 **Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

...

[\$500,000 policy limit]

...

- ☒ § A.2.4.3 **Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

...

[\$50,000 policy limit]

...

- ☒ § A.2.4.4 **Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

...

[\$50,000 policy limit]

...

- ☒ § A.2.4.7 **Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

...

[\$50,000 policy limit]

#### PAGE 4

- ☐ § A.2.5.2 **Other Insurance**

...

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement



of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability-Liability, Commercial Auto Liability, Pollution coverage, if applicable, and excess or umbrella liability policy or policies. Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Architect.

...

§ A.3.1.1.1 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.

...

§ A.3.1.1.2 The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Exhibit A. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancelation or expiration, or is first aware that the cancelation or expiration is threatened or otherwise may occur, whichever comes first.

...

§ A.3.1.3 Additional Insured Obligations. Obligations . To the fullest extent permitted by law, the Contractor shall cause the commercial general liability, commercial auto liability, pollution coverage, if applicable, and excess or umbrella liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

...

§ A.3.1.3.1 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:

...

- .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.

## PAGE 5

- .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.

...

.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.

...

.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.

...

#### No Additional Duration

...

§ A.3.2.1.1 All insurance coverages, except workers compensation, provided by the Contractor under A.3 shall provide for a waiver of subrogation to the Owner, Architect and Architect's consultants, and agents and employees.

...

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$ ) each occurrence, (\$ ) general aggregate, and (\$ one million (\$ 1,000,000 ) each occurrence, two million (\$ 2,000,000 ) general aggregate (endorsed to apply on a per project basis), and two million (\$ 2,000,000 ) aggregate for products-completed operations hazard, hazard (maintain for (2) two years after final payment),~~ providing coverage for claims including

...

.5 ~~the Contractor's indemnity obligations under Section 3.18 of the General Conditions.~~\$250,000 limit for damage to premises rented to Contractor

...

.6 \$10,000 limit on medical expenses on any one person

...

.7 \$10,000 limit on medical

...

.8 Contractual liability for personal & advertising injury

...

.9 Electronic data liability endorsement with limits not less than \$50,000

...

~~.4—Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.~~

PAGE 6

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile ~~coverage~~ coverage including coverage for pollution liability broaden cover for automobile per CA 9948 and MCS 90 filings if required by law.

...

**§ A.3.2.4** ~~Excess/umbrella liability coverage shall be provided with policy limits not less than [two million] (\$2,000,000) each occurrence and [two million (\$2,000,000)] general aggregate .~~ The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability, Automobile Liability, and Employer Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

...

**§ A.3.2.6** Employers' Liability with policy limits not less than one million (\$ 1,000,000 ) each accident, one million (\$ 1,000,000 ) each employee, and one million (\$ 1,000,000 ) policy limit.

...

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than two million (\$ 2,000,000 ) per claim and two million (\$ 2,000,000 ) in the ~~aggregate~~ aggregate .

...

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than two million (\$ 2,000,000 ) per claim and two million (\$ 2,000,000 ) in the aggregate.

...

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than two million (\$ 2,000,000 ) per claim and two million (\$ 2,000,000 ) in the aggregate.

...

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than one million (\$ 1,000,000 ) per claim and two million (\$ 2,000,000 ) in the aggregate.

...

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than one million (\$ 1,000,000 ) per claim and one million (\$ 1,000,000 ) in the aggregate.

No Additional Duration

...

- ☐ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall ~~disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible.~~ Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. ~~The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below;~~

...

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

...

None

...

- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance , with policy limits of not less than two million (\$ 2,000,000 ) per claim and two million (\$ 2,000,000 ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

...

- ☒ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

...

- ☒ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned and rented by the Contractor and used on the Project, including scaffolding and other equipment.

...

- ☒ § A.3.3.2.6 Other Insurance

...

Rigger's Liability\$1,000,000

...

Should the Contractors subcontractors or its lower tier subcontractor's work involve the moving, lifting, lowering, rigging or hoisting of property or equipment, Subcontractor shall carry Rigger's Liability insurance to insure against physical loss or damage to the property and/or equipment in the amount no less than \$1,000,000.

...

#### § A.3.4 Performance Bond and Payment Bond

...

Type	Penal Sum(\$0.00)
Payment Bond	<u>100 percent of the Contract Sum</u>
Performance Bond	<u>100 percent of the Contract Sum</u>

PAGE 8

Payment and Performance Bonds shall be AIA Document A312<sup>TM</sup>, A312 <sup>TM</sup>, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312<sup>TM</sup>, current as of the date of this Agreement.





**ELECTRONIC DIGITAL DATA FILE TRANSMITTAL  
TERMS AND CONDITIONS FOR USE**

1. **Definitions:** "**S-H**" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc. "**Client**" shall mean the person or entity that has executed an Agreement with S-H for services resulting in this electronic file. "**Other Party**" shall mean any person or entity other than S-H or Client.
2. Where these electronic files are provided under the terms and conditions of a contract and such contract terms and conditions conflict with these terms and conditions, then the contract terms and conditions shall prevail.
3. In the event these electronic files are provided as a project deliverable to a Client of S-H:
  - a. The electronic files are submitted to the Client for a 30-day Acceptance Period. During this period, the Client may review and examine these files; any errors detected during this time will be corrected by S-H as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and material basis at S-H's current standard fee schedule.
  - b. Because data stored on electronic media can deteriorate undetected or can be modified without S-H's knowledge, the Client agrees that S-H will not be held liable for the completeness or correctness of the electronic media after an acceptance period of 30 days after delivery of the electronic files.
4. In the event these electronic files are provided to an Other Party for their convenience in the preparation of bid estimates, preparation of project submittals or for other uses during bidding and construction:
  - a. Data contained on these electronic files are part of S-H instruments of service and shall not be used by an Other Party or anyone else receiving this data through or from an Other Party for any purpose other than as a convenience for the referenced project. Any other use or reuse by an Other Party or by others will be at the Other Party sole risk and without liability or legal exposure to S-H. The Other Party agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against S-H, S-H officers, directors, employees, agents or subconsultants that may arise out of or in connection with an Other Party use of the electronic files.
  - b. Furthermore, an Other Party shall, to the fullest extent permitted by law, indemnify and hold S-H harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from an Other Party use of these electronic files.
  - c. These electronic files are not bidding or construction documents. Differences may exist between these electronic files and corresponding hard-copy bidding or construction documents. In addition, addenda or other revisions may not be included in the electronic files. S-H makes no representation regarding the accuracy or completeness of the electronic files an Other Party receives. In the event that a conflict arises between the hard-copy bidding documents or signed or sealed hard-copy construction documents, the hard-copy bidding documents or signed or sealed hard-copy construction documents shall govern. Other Party is responsible for determining if any conflict exists. By Other Party use of these electronic files, an Other Party is not relieved of the duty to fully comply with the hard-copy bidding or contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate Other Party work with that of other contractors for the project.
5. Any use or reuse of original or altered electronic files by the Client or Other Party without written verification or CAD adaptation for the specific purpose intended by S-H, will be at the Client's or Other Party's risk and full legal responsibility. Furthermore, the Client or Other Party will, to the fullest extent permitted by law, indemnify and hold S-H harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by the Client will entitle S-H to additional compensation at S-H's current standard fee schedule.
6. S-H makes no warranty as to the compatibility of these files with other hardware or software. In the event that the Client or Other Party has requested the electronic files in another version of the same software or another version of different software, and whereas S-H provides electronic files to the Client or Other Party in a different version than the digital data was originally created, S-H makes no representation regarding the in-accuracy or incompleteness of the electronic files that the translation to another version may have caused.
7. These electronic files were prepared by S-H and are instruments of S-H's service for use solely with respect to this project and S-H shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.
8. Under no circumstances shall delivery of the electronic files for use by the Client or Other Party be deemed a sale by S-H, and S-H makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall S-H be liable for any loss of profit or any consequential damages as a result of the Client or Other Party use or reuse of these electronic files.
9. Because information presented on the electronic files can be modified, unintentionally or otherwise, S-H reserve the right to remove all indicia of ownership and/or involvement from each electronic display.