



637 W College St
Springfield, MO 65806
417-885-0002
paragonarchitecture.com

ADDENDUM (ADD) #01

PROJECT:	Cabool Middle School Safe Room; 20-606
CLIENT:	Cabool R-IV School District
DATE:	September 17, 2021

This addendum shall modify the drawings and specification requirements as herein noted. However, this addendum shall not relieve the general contractor or sub-contractors of any responsibility under the plans and specifications except as amended herein.

GENERAL:

1. Substitution Request 03 3000 – W.R.Meadows Perminator accepted as alternate Vapor Retarder.
2. Substitution Request 05 1200 – Design Fabrication accepted as an alternate fabricator.
3. Substitution Request 08 7100 – Dormakaba USA accepted as alternate Exit Devices.
National Guard Products accepted as alternate Hinges.
4. Substitution Request 09 8430 – Golterman & Sabo accepted as alternate Fabric Baffles and Pyramid Diffuser Manufacturers.
5. Estimate of project to be approx. \$1,333,021.00.

SPECIFICATIONS:

1. Section 01-1000 SUMMARY:
 - a. Revision: Section 1.1.D. A Project website, paid for and administered by the **Owner**, will be used for purposes of managing communication and documentation during the course of the project.
2. Section APPENDIX B:
 - a. Clarification: Added missing documents B3-A101 OC Contract, B4-Supplementary Conditions, and B5-A101 Exhibit A: Insurance Requirements to the appendix (see attached).

DRAWINGS:

1. None.

END OF ADDENDUM

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 **TBD** day of **TBD** in the year **2021**
(In words, indicate day, month and year.)

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

Cabool R-IV School District
725 Main Street
Cabool, MO. 65689
(417) 962-3153

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

TBD

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

Cabool Middle School Tornado Safe Room #20-606
1025 Rogers Avenue
Cabool, MO. 65689

Approximately 3,500 square foot tornado safe room to be utilized as a Multi-purpose Band/Music Room with an additional connecting corridor of approximately 600sf. Safe Room shall be designed to meet the requirement set forth by FEMA 361 and the International Building Code.

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

Paragon Architecture, LLC
637 W. College Street
Springfield, MO 65806
(417) 885-0002

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.

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(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.

By the following date: **TBD**

§ 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

§ 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.

3.4 Final Completion: Final Completion for the project will be **TBD**.

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 **not exceed TBD** (\$ **TBD**), 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. 01: TBD	TBD
Alternate No. 02: TBD	TBD

§ 4.2.2 NA

(Row deleted)

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

(Identify each allowance.) **The Contract Sum includes all of Contractor's overhead and profit, and therefore any Applications for Payment or other request for payment submitted by Contractor for portions of the Work covering these Allowances shall not include any amounts for overhead and profit.**

Item	Price
Allowance #1: Quantity Allowance: Include 400cy of general excavation and removal from site of unclassified or unsuitable materials in base bid. Unit Price A.	400cy @ \$TBD
Allowance #2: Quantity Allowance: Include 150cy of Trench and Footing Excavation and removal from site of unclassified material or unsuitable materials in base bid. Unit Price C.	150cy @ \$TBD
Allowance #3: Quantity Allowance: Include 400cy of compacted engineered fill or structural fill; in place – (from offsite material) in base bid. Unit Price G.	400cy @ \$TBD
Allowance #4: Quantity Allowance: Include 150cy of Lean Concrete (for	150cy @ \$TBD

Backfill of footing over excavation if require) in base bid. **Unit Price O.**

Allowance #5: Quantity Allowance: Include **50cy** of rock excavation for footing & trench rock less than 10 feet below existing grade in base bid. **Unit Price J2.**

50cy @ \$TBD

§ 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)
Unit Price A: General excavation and removal from site of unclassified material or unsuitable materials. Cost for more or less than that shown. (Base bid to include 400 C.Y. RE: Section 01 2100-Allowances)	Cubic Yard	\$TBD
Unit Price B: General excavation and relocation on site of unclassified material General excavation and relocation on site of unclassified material on plans. (requires respreading of soil).	Cubic Yard	\$TBD
Unit Price C: Trench and Footing excavation and removal from site of unclassified material or unsuitable materials. (Base bid to include 150 C.Y. RE: Section 01 2100-Allowances)	Cubic Yard	\$TBD
Unit Price D: Trench and Footing excavation and relocation on site of unclassified material or unsuitable materials from footings and trenches.	Cubic Yard	\$TBD
Unit Price E: Earth borrow; in place (non structural) - (from off-site material).	Cubic Yard	\$TBD
Unit Price F: Compacted engineered fill or structural fill; in place - (from site material).	Cubic Yard	\$TBD
Unit Price G: Compacted engineered fill or structural fill; in place - (from off-site material). (Base bid to include 400 C.Y. RE: Section 01 2100-Allowances).	Cubic Yard	\$TBD
Unit Price H: Compacted drainage fill, in place (clean ¾" crushed stone).	Cubic Yard	\$TBD
Unit Price I: Compacted granular fill, in place (base rock and	Cubic Yard	\$TBD

gravel).		
Unit Price J1: Mass Rock.	Cubic Yard	\$TBD
Unit Price J2: Footing & Trench Rock less than 10 feet below existing grade. (Base bid to include 50 C.Y. RE: Section 01 2100-Allowances).	Cubic Yard	\$TBD
Unit Price K: Import and placement of shot-rock stabilization material (12" minus rock).	Cubic Yard	\$TBD
Unit Price L: Import and placement of shot-rock stabilization material (6" minus rock)	Cubic Yard	\$TBD
Unit Price M: Import and placement of crushed stone stabilization material (1" +/- rock).	Cubic Yard	\$TBD
Unit Price N: Geogrid (Tensar Bx1100 or equivalent) in place.	Square Foot	\$TBD
Unit Price O: Lean concrete (for backfill of footing over-excavation if required). (Base bid to include 150 C.Y. RE: Section 01 2100-Allowances).	Cubic Yard	\$TBD
Unit Price P: Low Volume Change Layer. Cost for more or less than shown on plans.	Cubic Yard	\$TBD

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The parties acknowledge that Contractor's failure to achieve Substantial Completion of the Work within the Contract Time by the Contract Documents will cause Owner to incur substantial economic damages of types and in amounts that are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by Owner as against Contractor in the event of delayed completion and without Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Therefore, Contractor shall be liable to Owner for payment of liquidated damages in the amount of One-Thousand Dollars and Zero Cents (\$1000.00) per calendar day that Substantial Completion is delayed beyond the specified time. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

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

Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

For additional reference, see 2017 Supplementary Conditions, 9.8.3.1; and, Specification Section for Closeout Procedures located in the Project Manual.

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

The Contractor will submit an Application for Payment to the Architect not later than the first (1st) day of a month for the period covering the previous month. Both the Owner and the Contractor agree that this deadline shall be a material provision of this Contract. Upon receipt of certification from Architect, the Owner shall make payment of the certified, undisputed amount to the Contractor not later than thirty (30) days after the date on which the Application for Payment is submitted. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than one week following the next Board of Education Meeting occurring the month after the Architect receives the Application for Payment.

§ 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. Each Application for Payment will include certified copies of Contractor's payrolls (LS-57 form) and complete copies of its records for that period of time reflecting payment of material suppliers, subcontractors and employees so that the Owner can verify compliance with Prevailing Wage laws. With each Application for Payment, Contractor will also submit all applicable lien waivers from subcontractors and material suppliers for work performed on the previous Application for Payment submitted and paid, and an affidavit confirming Contractor's compliance with the Prevailing Wage Law during the period of time 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.

5.1.6.3 If Owner is entitled to deduct damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct amounts and fees at any time.

5.1.6.4 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 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.)

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of (Five percent) (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2017, General Conditions of the Contract for Construction or in 2017 Supplementary Conditions;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agree upon in writing), less retainage of (Five percent) (5%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2017 or in the 2017 Supplementary Conditions.

The progress payment amount determined shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2017 or 2017 Supplementary Conditions.

§ 5.1.7.1.1 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.)

§ 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 N/A

§ 5.1.9 Except with the Owner's prior **written** 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, **minus disputed sums and authorized deductions**, shall be made by the Owner to the Contractor **after**

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct **non-conforming** Work as provided in Article 12 of AIA Document A201–2017 **or its associated 2017 Supplementary Conditions**, 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; and
- .3 **the Contractor has achieved Final Completion of the Work.**

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after:

- .1 **the issuance of the Contractor's final Certificate for Payment; and**
- .2 **the Contractor's completion of all requirements listed under § 5.2.1.**

§ 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.)

0 % **monthly**

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:

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User Notes:

(1263892793)

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction in **Texas County, Missouri.**
- 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 N/A

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

N/A

§ 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 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)

Dr. Karl Janson, Superintendent

Cabool R-IV School District
725 Main Street
Cabool, MO. 65689
(417) 962-3153, ext. 401
kjanson@cabool.k12.mo.us

§ 8.3 The Contractor’s representative:

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

TBD

§ 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 A201-2017, General Conditions of the Contract for Construction and 2017 Supplementary Conditions to the A201-2017 and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction and 2017 Supplementary Conditions to the A201-2017 and elsewhere in the Contract Documents.

§ 8.6 NA

§ 8.7 Other provisions:

8.7.1 Contractor has the sole responsibility to determine if the terms of Missouri's Prevailing Wage Law, §§ 290.210-.340, RSMo., apply to the Work and to comply with the same. In the event that Missouri's Prevailing Wage Law applies to the Work, then the following will be required of the Contractor:

8.7.1.1 Not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers performing the Work.

8.7.1.2 Contractor shall forfeit as a penalty to the Owner one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the specified wage rates for any work done under this Agreement, by Contractor or by any subcontractor under Contractor.

8.7.1.3 Contractor will also be required to comply with all requests for information regarding compliance with the Prevailing Wage Law, including but not limited to, the execution of an affidavit prepared by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards pertaining to compliance with the Prevailing Wage Law.

8.7.1.4 Contractor and all of its subcontractors will be required to submit certified copies of their payrolls (LS-57 form) with every invoice/pay application.

8.7.1.5 Prior to payment of the retainage, Contractor must submit an affidavit to the Owner stating that it has fully complied with the Prevailing Wage Law.

8.7.1.6 The Owner, when making payments to Contractor becoming due under the Agreement, shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340. Contractor may withhold from any subcontractor sufficient sums to cover any penalties withheld by the Owner on account of the subcontractor's failure to comply with the terms of sections 290.210 to 290.340, and if payment has already been made, Contractor may recover from the subcontractor the amount of the penalty in a suit at law.

8.7.2 Contractors and subcontractors who perform the Work shall provide, at a minimum, a ten (10) hour Occupational Safety and Health instruction and safety program, or similar program approved by the Department of Labor, for their employees relative to work being performed. All employees performing the Work must have completed the course within the 60 days of beginning work and shall keep evidence of completion on the worksite. Contractors and subcontractors in violation will forfeit a lump sum of \$2,500.00 to the Owner, plus \$100.00 for each worker employed without training for each day or partial day the worker is employed without training. Any employee found on the work site subject to this requirement without documentation of the successful completion of the Program will be given 20 days to produce such documentation before being subject to removal from the Project. Contractor will be subject to said penalties notwithstanding any other provision to the contrary in this Construction Contract. Contractor shall require its contracts with all Subcontractors to contain these provisions.

8.7.3 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, its Board of Education, Officers, Directors, Partners, Agents, Consultants, Employees and Sub-Contractors of each and any of them from and against all claims, costs, damages, losses and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, damage or expense is attributable to any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for a part of the services), or of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with the Work.

8.7.4 Contractor shall not utilize an employee, including a subcontractor or his employee, on Owner's

property who is a registered sex offender or who has an unsatisfactory criminal record as determined by Owner in its sole discretion. Contractor shall have on file with Owner two types of background checks for all employees or subcontract employees who will be working on/in any Owner campus and/or buildings. The two checks are:

- Missouri Child Abuse or Neglect/Criminal Record Check
- Missouri State Highway Patrol Criminal Record Check

Contractor shall provide these background check forms to Owner no later than upon prior to commencement of the Work. It shall be the responsibility of the Contractor to ensure all of its employees and its subcontractors' employees are in compliance with Owner access security requirements.

8.7.5 Contractor, its employees, agents, subcontractors and representatives shall comply with all of Owner's District wide Policies and Procedures, including the tobacco-free campus Policy.

8.7.6 Owner and Contractor may withhold assessed penalties from Contractors and any of its subcontractors, respectively, and for any fines imposed to or upon Owner for non-compliance to procedures outlined in the respective laws.

8.7.7 This Agreement and any Attachments may only be amended, modified or supplemented with the written agreement of Owner and Contractor.

8.7.9 The Owner will be responsible for all 3rd party investigations, inspections, measurements and material testing.

8.7.10 City/State permits, plan review, inspections, public utility connection fees are to be included in the contract and paid by the Contractor.

8.7.11 The Owner preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of the Owner's Sovereign Immunity or Governmental Immunity by whatever name as set forth in common law, statutes, ordinances, regulations, the Missouri Constitution, and/or the United States Constitution, including but not limited to § 537.600 RSMo, et seq.

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 NA
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 **Exhibit D: Digital Data Transmittal Agreement, when applicable.**

.5 Drawings: dated **TBD** and Addenda. Attachment B: Sheet Index.

.6 Specifications: dated **TBD** and Addenda. Attachment A: Table of Contents.

.7 Addenda, if any:

Number	Date	Pages
#1	TBD	_____

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.)

- .1 Contractor's Performance Bond**
- .2 Contractor's Payment Bond**
- .3 The list of Contract Documents attached hereto**
- .4 Any written Change Orders issued after execution of this Agreement.**

(Paragraphs deleted)

(Table deleted)

- .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.)

Owner's Request for Bids;
Attachment A: Table of Contents;
Attachment B: Sheet Index;
A201-2017 General Conditions;
Supplementary Conditions to the A201-2017;
Project Manual, and exhibits contained within.

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

CABOOL R-IV SCHOOL DISTRICT

TBD

OWNER (Signature)

Dr. Karl Janson, Superintendent
(Printed name and title)

CONTRACTOR (Signature)

TBD
(Printed name and title)

MIDDLE SCHOOL TORNADO SAFE ROOM, #20-606

CABOOL R-IV SCHOOL DISTRICT

Cabool, Missouri

SECTION 00 0110 - TABLE OF CONTENTS

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1.1 Division 00 -- Procurement and Contracting Requirements

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- C. 00 1113 - Advertisement for Bids
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- E. 00 3132 - Geotechnical Data

SPECIFICATIONS

2.1 Division 01 -- General Requirements

- A. 01 1000 - Summary
- B. 01 2000 - Price and Payment Procedures
- C. 01 2100 - Allowances
- D. 01 2200 - Unit Prices
- E. 01 2300 - Alternates
- F. 01 2500 - Substitution Procedures
- G. 01 3000 - Administrative Requirements
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- L. 01 6000 - Product Requirements
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2.2 Division 02 -- Existing Conditions

- A. 02 4100 - Demolition
- B. 02 4113 - Site Demolition

2.3 Division 03 -- Concrete

- A. 03 3511 - Concrete Floor Finishes

2.4 Division 04 -- Masonry

2.5 Division 05 -- Metals

2.6 Division 06 -- Wood, Plastics, and Composites

- A. 06 1000 - Rough Carpentry
- B. 06 1053 - Miscellaneous Rough Carpentry
- C. 06 4100 - Architectural Wood Casework

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- A. 07 1113 - Bituminous Dampproofing
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MIDDLE SCHOOL TORNADO SAFE ROOM, #20-606

CABOOL R-IV SCHOOL DISTRICT

Cabool, Missouri

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CABOOL R-IV SCHOOL DISTRICT

Cabool, Missouri

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 - J. 26-10 MATERIALS, EQUIPMENT, AND SUBSTITUTIONS
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CABOOL R-IV SCHOOL DISTRICT

Cabool, Missouri

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 - B. 32 1373 - Concrete Paving Joint Sealants
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 - A. 32 3100 - Sewer Utility Sewerage Piping
- 2.24 Appendix A - Bid Documents**
 - A. A1 - Bid Proposal Form
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 - A. B1 - 1.5C Substitution Requests (During Bidding)
 - B. B2 - 13.1A Substitution Requests (Post-Bid)
 - C. B3 - A101 OC COntact and Attachments
 - D. B4 - Supplementary Conditions to A201-2017
 - E. B5 - A101 Exhibit A: Insurance Requirements
 - F. B6 - Missouri Wage Order: MO-WO27-111
 - G. B7 - Davis-Bacon MO25
 - H. B8 - LS-57 Contractor Payroll (Sample)
 - I. B9 - PW-4 Affidavit of Compliance (Sample)
 - J. B10 - 5060 Project Exempt Certificate (Sample)
 - K. B11 - GeoTechnical Report: B5205067

END OF SECTION

Cabool R-IV School District – Cabool Middle School Tornado Safe Room #20-606
 Article 9.1.5 The Drawings:
 ATTACHMENT B: Sheet Index_Cover Sheet dated: **TBD**

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GD-1	CODE PLAN	
GD-2	ADA STANDARDS	
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ELECTRICAL		9.
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EXHIBIT D: DIGITAL DATA TRANSMITTAL AGREEMENT

Transmitting Party: Paragon Architecture, LLC
637 W. College Street. Springfield, MO 65806

Receiving Party:

Project:

The purpose of this agreement is to grant a license from Paragon Architecture, LLC to the Receiving Party for the Receiving Party's use of Digital Data on the Project, and to set forth the license terms. This Agreement does not create any other contractual relationship between the parties. For the purpose of this Agreement, the term Digital Data is defined to include only those items identified below.

Paragon Architecture, LLC is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use solely and exclusively on the referenced Project for the Receiving Party to perform services for, or construction of, the Project in accordance with the terms and conditions set in this agreement. All other use or reuse, or transfer to other parties is prohibited without separate agreement with Paragon Architecture, LLC. If Confidential Digital Data is received, the Receiving Party shall keep the Confidential Digital Data strictly confidential and will not disclose the information to any other person or entity except as required by law or court order.

All Digital Data and information within are Instruments of Professional Service and shall remain the property of Paragon Architecture, LLC and its Consultants. Paragon Architecture, LLC retains its rights in the Digital Data and does not grant the Receiving Party an assignment of those rights.

This Agreement does not relieve the Receiving Party from compliance with the requirements of the drawings and specifications, nor the responsibility for the coordination of all fabrication and all other trades, as well as verification of dimensions both existing building(s) and new construction. Modifications may have been made to the Project and not reflected in the Digital Data and is therefore the responsibility of the Receiving Party to confirm and correlate the accuracy and completeness of the Digital Data to be consistent with the hard copy of the Contract Documents. The Digital Data is not a contract document and is not sealed construction documents.

To the fullest extent permitted by law, the Receiving Party shall indemnify and defend Paragon Architecture, LLC, Project Engineers and the Owner, together with their respective officers, owners, board members, employees, insurers and consultants from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

This Agreement will terminate upon Substantial Completion of the Project, as that term is defined in AIA Document A201, General Conditions of the Contract for Construction, unless otherwise agreed by the parties.
The Receiving Party agrees to pay Paragon Architecture, LLC for the use of the Digital Data in the amount of: \$_____.

Digital Data Files being requested: _____

Paragon Architecture, LLC

Signature

Date

Printed Name

Title

Receiving Party:

Signature

Date

Printed Name

Title

SUPPLEMENTARY CONDITIONS TO THE A201-2017 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION Cabool Middle School Tornado Safe Room #20-606

The following supplements modify, delete from or add to the AIA Document A201–2017, “General Conditions of the Contract for Construction.” Where any Article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

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Page 3, column 2: APPEND as follows: “Architect’s Inspections/Observations”

ARTICLE 1: GENERAL PROVISIONS

1.1.1 REVISE to read:

“...prior to the execution of the Contract, included in the Project Manual, other documents listed...”, and;

“...2) a Change Order approved by the Owner pursuant to this Agreement, 3) a Construction Change Directive approved by the Owner and pursuant to this Agreement, or...”

STRIKE the last sentence beginning, “Unless specifically enumerated....”

1.1.3 REVISE to read:

“The term “Work” means all of the Contractor’s obligations under the Contract Documents, including the construction and services...”

1.2.4 ADD new subparagraph 1.2.4:

“In case of conflict in or between any of the Contract Documents, or provisions thereof, the Contractor will be deemed to have estimated on, and agreed to provide, the greater quantity or better quality of materials and work unless the Contractor shall have, before submission of bid, asked for and obtained written decision of the Architect as to which method or materials will be required.”

1.5.3 Number of copies furnished: The successful Contractor will be supplied with a maximum of ten (10) sets of construction documents for construction purposes, at no charge. Additional sets will be furnished at Contractor's request, for the cost of reproduction.

1.6.1 APPEND as follows:

If “giving notice” is provided by electronic transmission (i.e.: email), the transmission requires a “Read Receipt.”

1.6.2 APPEND as follows:

A “Notice of Claim,” however, shall not be transmitted nor accepted via electronic transmission (i.e.: email).

1.7 REVISE to read:

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties agree to use custom Paragon Architecture, LLC. document titled, "Exhibit D: Digital Data Transmittal Agreement," to establish the protocols for the development, use, transmission, and exchange of digital data.

1.8 REVISE to read:

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in custom Paragon Architecture, LLC. document titled, "Exhibit D: Digital Data Transmittal Agreement," shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to the building information model, and each of their agents and employees.

ARTICLE 2: OWNER

2.1.2 DELETE entire paragraph beginning: "The Owner shall furnish to the Contractor..."

2.1.3 ADD the following subparagraph:

"The Owner" refers to the Cabool R-IV School District, 725 Main Street, Cabool, MO. 65689

2.2 DELETE entire section beginning: "Evidence of the Owner's Financial Arrangements" and subparagraphs related to 2.2

2.3.1 REVISE to read:

"Except for permits and fees and payment and performance bonds pursuant to paragraph 11.4, that are..." and;

APPEND the paragraph with the following sentence:

The Contractor shall provide information or assistance as the Architect or Owner may request in connection with obtaining permits.

2.3.3 DELETE from the following:

"to whom the Contractor has no reasonable objection and"

2.3.4 REVISE the first sentence to read:

"As reasonably required and necessary, the Owner shall furnish surveys, if available, describing..."

REVISE the remaining paragraph to read:

"...accuracy of information furnished by the Owner but only after first diligently reviewing such information and advising Owner of discrepancies or problems the Contractor observes. The Contractor shall exercise proper precautions relating to the safe performance of the Work in its reliance on Owner-supplied information. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements. The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications, and other Construction Documents and has no duty to notify Contractor of same. Owner does not warrant the adequacy or accuracy of any Drawings, Plans, Specifications, or other Construction Documents. Contractor

shall be required, in the event of digging or disruption of soil, to verify utility locations independently through Missouri OneCall."

2.3.5 REVISE the second sentence to read:

"...under the Owner's control and reasonably necessary and relevant to..."

2.4 REVISE the first sentence to read:

"...Work that is defective or otherwise not in accordance..."

"...by Section 12.2 or repeatedly or materially fails..."

"...Contract Documents or fails to supply sufficient skilled workers or suitable materials or equipment, the Owner may..."

2.5 DELETE in its entirety and substitute:

If the Contractor defaults or fails to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses, assessment of liquidated damages, and compensation for the Owner's or Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3: CONTRACTOR

3.2.5 ADD new subparagraph 3.2.5:

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

3.2.6 ADD new subparagraph 3.2.6:

The Contractor makes the following representations: Contractor has examined and carefully studied the Contract Documents and any other related data identified in the Contract Documents; Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work; Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the agreed upon price, within the Contract Documents times, and in accordance with the other terms and conditions of the Contract Documents; Contractor is aware of the general nature of the work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents; Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents,

and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents; the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work; Owner does not warrant that the Contract documents or Plans will be free from defect or error and Contractor is responsible for verifying viability of any Plans; and Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute.

3.4.1 APPEND paragraph with:

"Subcontractors or their employees whose Work is unsatisfactory to Owner or Architect, or who are considered by the Owner or Architect to be careless, incompetent, unskilled or otherwise objectionable, shall be removed by Contractor from the Work upon notice from Owner or Architect."

3.5 DELETE in its entirety and substitute:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will be performed in a workmanlike manner and will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor further warrants that the materials and labor provided pursuant to this Agreement will be warranted to be free from defects and materials and workmanship for a period of one (1) year from the date of completion of the work. Any manufacturer's warranties for products which exceed this one (1) year period shall be assigned to Owner to the extent allowed by the manufacturer. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Owner, remove it from the project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others). When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work. Contractor shall provide duplicate, notarized copies of all warranty documentation. Contractor shall also execute Contractor's submittals and assemble warranty documents executed by subcontractors, suppliers and manufacturers, and assemble the same in a binder with a durable plastic cover and a table of contents. This binder shall be delivered by Contractor to Owner prior to Contractor submitting an invoice for final payment. For warranty documentation related to equipment put into use with Owner's permission during construction, Contractor shall submit the required warranty documentation to Owner within 10 days of the equipment first operating. For warranty documentation related to items of the Work delayed materially beyond the completion date stated in this Agreement, Contractor shall submit the required warranty documentation to Owner within ten (10) days after acceptance of the Work by Owner, and will list the date of acceptance of the Work as the start of the warranty period.

3.5.1 REVISE the last sentence to read:

"If required by the Architect or Owner, the Contractor shall furnish..."

APPEND with the following sentence:

“All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in Article 12 hereof.”

3.5.3 ADD new subparagraph 3.5.3:

“Each Subcontractor, Sub-Subcontractor, or Supplier shall guarantee to the General Contractor all work, portions of work, and items supplied, as the case may be, against defects resulting from the use of any inferior materials, equipment or workmanship for one (1) year from the date of final completion or beneficial occupancy of the project by the Owner, whichever is earlier. It shall be the General Contractor’s responsibility to ensure compliance to the warranty by each Subcontractor, Sub-Subcontractor, or Supplier.

3.5.4 ADD new subparagraph 3.5.4:

In any case where, in fulfilling the requirements of this Contract or Warranty, the Contractor, Subcontractor, Sub-subcontractor, or Supplier disturbs any other work in place or under contract, he shall be responsible to perform, arrange, and pay for restoring such to original condition.”

3.6 DELETE in its entirety and substitute:

All taxes, other than sales taxes, incurred in connection with the Work and Project or portions thereof provided by Contractors, regardless of when enacted, shall be paid by the Contractor.

3.6.1 ADD new subparagraph:

MISSOURI TAX EXEMPTION: In accordance with the State of Missouri’s Department of Revenue provisions, a Contractor performing work for an exempt entity is allowed to purchase construction materials exempt from sales tax.

3.6.1.1 ADD new subparagraph:

In order to claim Exemption, the Contractors and Subcontractors are required to present their supplier(s) with copies of the “Project Exemption Certificate” and the Owner’s “Exemption from Missouri Sales and Use Tax” letter.

3.6.1.2 ADD new subparagraph:

This Project Exemption Certificate does not allow contractors to purchase machinery, equipment, or tools tax exempt.

3.6.1.3 ADD new subparagraph:

Suppliers accepting this Project Exemption certificate are required to render to the Contractor invoices bearing the name of the exempt entity and the project identification number.

3.6.1.4 ADD new subparagraph:

Prior to Construction, Owner will furnish the Contractor with the Project Exemption Certificate and their Exemption from Missouri Sales and Use Tax letter for his/her use and for distribution to all applicable subcontractors.

3.7.3 REVISE to read:

"If the Contractor or any person or entity for whom Contractor is responsible, including its Subcontractors performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and bear any legal or equitable liability for said actions.

3.9.1 REVISE first sentence to read:

"The Contractor shall supervise and direct the Work competently and efficiently in accordance with the Contract Documents. The Contractor shall employ..."

3.10.1 REVISE first sentence to read:

"...for the Work reflecting the critical path of the Work and all important milestone dates. The schedule..."

3.10.3 APPEND last sentence with:

"...Owner and Architect. Whenever it becomes apparent from the latest schedule or otherwise that any completion date on the original schedule, subject to adjustment as provided under the Contract Documents, may not be met, Contractor shall take some or all of the following actions at no additional cost to the Owner to put the Project back on schedule: (i) increase construction manpower in such quantities as will eliminate the backlog of Work; (ii) increase the number of working hours per shift, shifts per working day, working days per week or the amount of construction equipment, or a combination of the aforesaid, which will substantially eliminate the backlog of Work; (iii) reschedule activities to achieve maximum practical concurrences of accomplishment of activities. If Contractor fails to take any of the above actions within seventy-two (72) hours after receiving written notice from the Owner or Architect of the slip in schedule, the Owner may, but shall not be obligated, to take action to attempt to put the Project back on the original schedule, subject to the adjustments permitted hereunder, and deduct the cost of such actions from the Contract Sum. If the balance of the unpaid Contract Sum is insufficient to cover such costs, the Contractor shall reimburse the Owner for such costs within ten (10) days of demand therefor by Owner."

3.12.7 REVISE to read as follows:

The Contractor shall perform no portion of the work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the Architect. Such work shall be in accordance with submittals.

3.12.8 REVISE to read as follows:

The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's review of Shop Drawings, Products Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's review thereof.

3.12.10.1 DELETE second sentence:

"The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents."

3.13 REVISE first sentence to read:

"The Contractor shall confine construction equipment, the storage of materials and equipment, and its operations at the site..."

APPEND sentence with:

"...materials or equipment. During the progress of the Work, the Contractor shall keep the premises free of waste materials, rubbish, and other debris resulting from the Work. At the completion of the work, the Contractor shall remove all tools, appliances, construction equipment, machinery, waste materials and debris, and surplus materials and shall leave the site clean and ready for occupancy by the Owner. If the Contractor fails to do so, Owner may upon seven (7) days' prior written notice arrange for such removal at the Contractor's cost."

3.16 APPEND with:

"...wherever located. Other representatives of the Owner, testing agencies and governmental agencies shall have access to the Work at reasonable times for their observation, inspection and testing. The Contractor shall provide proper and safe conditions for such access. Contractor, its Subcontractors and employees of any of them shall wear appropriate identification badges at all times while on the Owner's Project site if required by Owner, and shall additionally comply fully with the Owner's visitor policies and security regulations."

3.18.1 REVISE to read:

"...hold harmless the Owner, its Board of Education, administration, employees and agents, Architect, Architect's consultants, and agents..."

3.18.2 REVISE to read:

"...under this Section 3.18 by an employee of the Contractor, a Supplier, a Subcontractor, anyone..."

ARTICLE 4: ARCHITECT

4.2.2 REVISE first line to read as follows:

"The Architect will, as provided in the Exhibit A: Scope of Services to the Owner-Architect Agreement, visit the site at intervals appropriate to..."

REVISE second sentence to read:

from "...on-site inspections..." to "...on-site observations..."

4.2.2.1 ADD new sub-paragraph:

"Contractor shall reimburse Owner for amounts Owner pays to the Architect for site visits made necessary by the fault of the Contractor, or by defects and deficiencies in the Work, and/or any cost incurred by Owner as a result of the Architect visiting the site more than (1) time to determine substantial completion or final completion of the Work."

4.2.3 DELETE entire paragraph beginning: "On the basis of site visits...", and;

REPLACE with:

The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirement of the Contract Documents. The Architect will not have control over or charge of and will

not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.5 APPEND with:

"...in such amounts. All payments to the Contractor shall be subject to Owner's approval."

4.2.7 REVISE first line to read:

The Architect will review or take other appropriate action upon, the Contractor's submittals..."

REVISE last sentence to read:

The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.9 REVISE as follows:

from "...will conduct inspections..." to "...will conduct an on-site observation..."

4.2.12 REVISE the second sentence to read:

"When making such interpretations and decisions, the Architect will not be liable for..."

4.2.13 REVISE first sentence to read:

"The Owner's decisions on..."

ARTICLE 5 – SUBCONTRACTORS

5.4.2 DELETE in its entirety.

5.4.3 REVISE first sentence to read:

"Upon such assignment to the Owner under this Section 5.4..."

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1.3 REVISE first sentence to read:

"...Owner's own forces with the Work of the Contractor, who shall cooperate with them."

REVISE second sentence to read:

"The Contractor shall take overall responsibility for coordinating the Work and shall notify the Owner if any of the Owner's own forces or contractors fails to cooperate with the Contractor. The Contractor shall participate with any..."

REVISE last sentence to read:

"...until subsequently revised and agreed to by the Owner."

6.2.3 REVISE to read:

“...or defective construction of Contractor or any person or entity for whom the Contractor is responsible including its Subcontractors and suppliers. The Owner shall...”

6.2.4 REVISE to read:

“...that the Contractor or any person or entity for whom the Contractor is responsible, including its Subcontractors and suppliers, wrongfully...”

ARTICLE 7 CHANGES IN THE WORK

7.1.2 ADD to end of last sentence:

“...so long as it does not increase the Contract Sum.”

7.1.4 ADD the following subparagraph:

Notwithstanding anything in this Article 7 and elsewhere in the Contract Documents, for any Change Order or Construction Change Directive which changes the Contract Sum, the following conditions apply:

- .1 If the change is requested by the Architect for work falling under a fixed price contract, the amount will be based on the Contractor’s price quotation.
- .2 For changes requested by the Contractor, the amount will be based on the Contractor’s request for a Change Order or Change Directive as approved by the Architect and Owner.
- .3 For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
- .4 For a change ordered by the Architect without a quotation for the Contractor, the amount will be determined by the Architect based on the Contractor’s substantiation of costs as specified for Time and Material work.
- .5 Except as indicated in the Project Manual, the allowance for any overhead and profit, combined, derived by Contractor or any subcontractors as a result of any change, including the total cost to the Owner, shall be no more than 5% total, which shall include the cost of labor and materials by both Contractor, Contractor’s subcontractors and sub-subcontractors.
- .6 Except as indicated in the Project Manual, the amount for overhead and profit shall account for ALL time associated with the Change Order or Change Directive. Compensation for time generating documents will not be allowed.
- .7 In order to facilitate checking of quotations for extras and credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and subcontracts. Labor and materials shall be itemized. Where major cost items are subcontracts, they shall also be itemized.
- .8 The amount for Payment and Performance Bond costs associated with any Change Order or Change Directive shall not exceed 1.5% and shall be used on both additive and deductive Change Orders or Change Directives.

7.3.9 DELETE entire paragraph beginning: “Pending final determination...”

ARTICLE 8 TIME

8.1.5 ADD new subparagraph 8.1.5:

“The Contract Time for completion of the Contract for the Project, under the **Base Bid**, as listed on the Project Timeline and mutually agreed between Owner and Contractor from the date of Commencement of the Work to Substantial Completion of the Work as defined in Subparagraph 9.8.1, including authorized adjustments thereto.”

“The Contractor shall be responsible to reimburse the Owner for the cost of a Project Representative after the time of completion has expired and until the date of Substantial Completion as certified by the Architect.”

8.3.1 ADD the following:

If an extension of time is granted to the Contractor under the terms of the Contract Documents, the Contractor shall absorb all costs for General Conditions and General Requirements during the time extension. Labor disputes shall not include those involving Subcontractors or Sub-Subcontractors retained by Contractor.

8.3.4 ADD subparagraph 8.3.4:

“The Contractor shall have no claim for damages against either the Owner or the Architect by reason of delay if the date of Substantial Completion of the work is within the Contract Time as defined in Subparagraph 8.1.5.”

ARTICLE 9: PAYMENTS AND COMPLETION

9.3.1 ADD the following sentence:

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

9.4.1 REVISE to read:

“The Architect will, within ten days after receipt of the Contractor’s Application for Payment ...”

9.4.2 REVISE to read:

from “...exhaustive or continuous on-site inspections...” to “...exhaustive or continuous on-site observations...”

ADD to paragraph:

“The Architect tracks receipt of required pay reports for each pay application submitted for Owner’s review. The Architect shall not be responsible for verifying conformance with state or federal payroll requirements.”

9.6.9 ADD subparagraph 9.6.9:

“With respect to Work, **5%** Retainage shall be withheld from all construction work until the Work is 100% complete. Retainage on account of Work shall be released upon the Substantial Completion of the Work, less **150%** of the value of any uncompleted Work or Punch list items and the Owner’s estimate of any post-Substantial Completion damages payable under Paragraph 8.1.5 of the Supplementary General Conditions. All Retainage shall be fully released within thirty (30) Days of Final Completion of the Work. No interest will be paid for payments due and unpaid under the Contract Documents.”

9.8.3 REVISE to read:

from "...Architect will make an inspection..." to "...Architect will make a site observation...";

from "If the Architect's inspection discloses..." to "If the Architect's observation discloses...";

from "...submit a request for another inspection..." to "...submit a request for another site observation..."

9.8.3.1 ADD subparagraph 9.8.3.1:

"If additional site visits or inspections are required, Contractor shall reimburse Owner for additional costs billed by Architect."

9.9.2 REVISE as follows: from "...shall jointly inspect..." to "...shall jointly observe..."

9.10.1 DELETE in its entirety and substitute:

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 APPEND paragraph with:

"The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, or any person or entity for whom Contractor is responsible, including its suppliers and subcontractors, is filed against the premises, and shall indemnify and save the Owner harmless against all resulting loss and expenses, including attorney's fees. The Contractor shall provide Final Lien Waivers from all subcontractors and material suppliers before project closeout."

9.10.4.3 ADD the following:

.5 related to any latent defects that are not apparent at the time of completion.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.3.3 DELETE in its entirety.

10.3.4 REVISE the first sentence to read:

"...for hazardous materials or substances the Contractor brings to the site."

10.3.5 REVISE to read:

"The Contractor shall indemnify and hold harmless the Owner, its Board of Education, administration, and agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from (1) hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its

obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence."

10.3.6 DELETE in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1.2 APPEND to read:

"The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Contractor shall furnish a performance and payment bonds each in amounts equal to **100% of the Contract**. Bonds shall be issue by a surety acceptable to Owner. The Contractor shall provide a written statement that the bonds supplied are from a bonding company that Contractor believes to be solvent and that representations made in the bonds are true and correct. The bonds shall be amended and maintained current with all additions to or deletions from contract work. For additional authorized work, the amount of premium of bond extension shall be included as a direct cost of the work; for work deleted, Owner shall be credited with the amount of premium applicable to the net value of that work. The Contractor shall also furnish any and all statutory bonds required by local authority at the place of building. Premium for such bonds shall be included in the **Proposal Sum**."

11.2.2 and 11.2.3 DELETE in their entirety, and replace with the following:

11.2.2 The Contractor is hereby informed that the Owner will carry Fire and Extended Coverage Insurance which will include provisions for vandalism but not provisions for theft, mysterious disappearance, or glass breakage.

11.2.3 The Contractor is hereby made aware that he will be held responsible for a complete job in every detail, and shall replace any contract items which are stolen or which mysteriously disappear and shall replace any broken glass before Owner's acceptance.

11.5.2 DELETE in its entirety.

ARTICLE 12: UNCOVERING & CORRECTION OF WORK

12.2.4.1 ADD the following subparagraph:

Upon failure of the Contractor to make repairs within ten (10) days after notice from the Owner's Representative, the Owner shall have such work done and the cost thereof charged to the Contractor.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 REVISE the first sentence to read:

"The Contract shall be governed by the laws of the State of Missouri, and the parties agree that any dispute will be resolved in the Circuit Court of **Texas County, Missouri**, and each consents to the exclusive *in personam* jurisdiction and exclusive venue of that Court."

DELETE second sentence beginning "If the parties..."

13.4.1 DELETE entire clause, and REVISE to read:

"Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangement for such test, inspections, and approvals with an independent testing laboratory or entity selected by the Owner, or with the appropriate public authority. If required, the Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The cost of these items are included in the **Fee Proposal**. The Owner shall bear costs of test, inspections, or approvals that arise as the result of a change in laws or regulations that do not become effective and that the parties are not aware of until after bids are received or negotiations concluded. Testing and inspection requirements are more specifically set forth in a mutually approved Responsibility Matrix, with the Contractor being responsible for building permit & plan review fees, trade permits, tap fees and temporary utility installation, and inspections required of the AHJ and the Owner being responsible for utility service charges, special inspections and third-party material testing."

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1.1.4 DELETE in its entirety.

14.1.3 REVISE to read:

"If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment earned for authorized Work properly executed as provided for in the Contract Documents, including reasonable overhead and profit."

14.2.1.4 DELETE the following word:

"substantial"

14.4.3 DELETE the following:

"...and costs incurred by reason of the termination,"

"...and the termination fee, if any..."

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 DELETE last sentence beginning: "The Owner and Contractor waive..."

15.1.5 APPEND with the following:

"There shall be no increase in the Contract Sum due to an increase in Contract Time due to weather related delays, although there may be an agreement as to an increase in Contract Time as set forth in Section 15.1.6 below."

15.1.6.2 APPEND as follows:

- A. Time extensions for unusually severe weather. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Construction Agreement. In order for a time extension to be approved under this clause, the following conditions must be satisfied:
 - i. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
 - ii. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- B. The following schedule of monthly anticipated adverse weather delays shall constitute the base line for monthly weather time evaluations. The contractor's schedule shall include these anticipated adverse weather delays in all weather-dependent activities. Contractor acknowledges that there will be delays in which work cannot be completed due to the weather and that a certain number of lost days are to be expected under normal weather conditions. For projects less or more than a calendar year, lost weather days shall be prorated for the months of construction in accordance with the following schedule. Anticipated weather days for allocation/proration only.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
5	5	4	4	3	3	2	2	3	4	4	5

- C. Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the contractor shall record on the daily reports, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work day.
- D. The number of actual adverse weather delays days shall include days impacted by actual adverse weather (even if weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in chart above, qualifying days may be converted to calendar days, giving full consideration for equivalent fair weather work days, and a contract amending the contract time will be authorized.

15.2.5 DELETE in its entirety and substitute:

The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both.

15.2.8 The remaining provisions of Article 15 after 15.2.8 are DELETED in their entirety.

ARTICLE 16: ADDITIONAL CONDITIONS

16.1 Each party to this Agreement represents to the other that: it has all requisite power, authority, licenses, permits and franchises, corporate or otherwise to execute and deliver this Agreement and performs its obligations hereunder; its execution, delivery and performance of this Agreement have been duly authorized, executed and delivered for it by the signatory so authorized, and constitutes its legal, valid and binding obligation; the persons executing this Agreement are fully authorized to do so; and, it has not received any notice, nor to the best of its

knowledge there is pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.

16.2 Nothing in this Agreement shall be construed as reserving to Owner any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Contractor. The entire control or direction of such business and operation shall be in and shall remain in Contractor, subject only to Contractor's performance of its obligations under this Agreement. Neither Contractor nor any person performing any duties engaged in any Work on behalf of Contractor shall be deemed an employee or agent of Owner.

16.3 Contractor shall be required to comply with all applicable Policies and Procedures of Owner's Board of Education, as well as all applicable federal and state laws and regulations, including but not limited to the following:

- .1 The Copeland Anti-Kickback Act;
- .2 The Byrd Anti-Lobbying Amendment, as applicable;
- .3 The Davis Bacon Act;
- .4 § 103 and 107 of the Contract Work Hours and Safety Standards Act;
- .5 All federal requirements applicable to the Project regarding reporting, patent rights, copyrights and rights in data, and access to Contractor's book documents, papers and records which are pertinent to the Project;
- .6 § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- .7 All applicable standards, orders or requirements under §306 of the Clean Air Act, §508 of the Clean Water Act (EO 11738) and Environmental Protection Act Regulations; and
- .8 All mandatory standards and policies relating to emergency efficiency contained in the state emergency conversation plan.

16.4 The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of this Agreement. The provisions of this Paragraph will be as effective as if repeated specifically in this Agreement in connection with each particular duty, obligation, right, and remedy to which they apply.

16.5 All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion, and acceptance of the Work or termination or completion of this Agreement or termination of the services of Contractor.

16.6 The Contract Documents may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to these Contract Documents.

16.7 These Contract Documents constitute the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof, and may not be changed, modified or amended, in whole or in part, except in writing signed by Owner and Contractor.

16.8 To the extent that § 34.600, RSMo. applies to this Agreement, Contractor hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.

DRAFT AIA® 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 «TBD» day of «TBD» in the year «2021»
(In words, indicate day, month and year.)

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

«Cabool Middle School Tornado Safe Room #20-606 »
«1025 Rogers Avenue
Cabool, MO. 65689 »

THE OWNER:
(Name, legal status and address)

«Cabool R-IV School District»« »
«725 Main Street
Cabool, MO. 65689 »

THE CONTRACTOR:
(Name, legal status and address)

«TBD»« »
« »

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, [and as amended for the project by the Supplementary Conditions to the A201-2017.](#)

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.

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, 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.
- [] **§ 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.
- [] **§ 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.
- [] **§ 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.
- [] **§ 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.

§ 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 and excess or umbrella liability policy or policies.

§ 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 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.3.2 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.)

«Until such time as the Owner has determined that the Agreement is complete, failure of Contractor to maintain any insurance required under this Agreement shall be considered a material breach of the Agreement.»

§ 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 dollars» (\$ «1,000,000.00») each occurrence, «Two million dollars» (\$ «2,000,000.00») general aggregate, and «Five million dollars» (\$ «5,000,000.00») aggregate for products-completed operations hazard, 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 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 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.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .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 dollars» (\$ «1,000,000.00») 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.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile 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 dollars» (\$ «1,000,000.00») each accident, «One million dollars» (\$ «1,000,000.00») each employee, and «One million dollars» (\$ «1,000,000.00») 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 « » (\$ « ») per claim and « » (\$ « ») 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 «One million dollars» (\$ «1,000,000.00») per claim and «Two million dollars» (\$ «2,000,000.00») 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 «One million dollars» (\$ «1,000,000.00») per claim and «Two million dollars» (\$ «2,000,000.00») 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 « » (\$ « ») per claim and « » (\$ « ») 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 « » (\$ « ») per claim and « » (\$ « ») 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.)

« »

§ 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 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.)

« »

- [« »] § 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 « » (\$ « ») per claim and « » (\$ « ») 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 by the Contractor and used on the Project, including scaffolding and other equipment.

[«X»] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage
The Owner may require insurance coverage in excess of the types and amounts required in this Agreement. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

Limits

§ 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 (\$0.00)
Payment Bond	Equal to 100% of the Contract Total.
Performance Bond	Equal to 100% of the Contract Total.

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:

« »