

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

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

School District of Washington, a Missouri public school district
220 Locust Street
Washington, MO 63090

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

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

BID PACKAGE #2 - Building

New Elementary School
Highway 100 & St. Johns Road
Washington, MO 63090

Project Description

Building square footage – **78,113 sf**
Population - 540 upon opening with capacity of 673 at full capacity
Site total - 72 acres, with a utilization of this project of approx. 28 acres

The new Southpoint Elementary School is a replacement for existing Southpoint elementary School at 2300 Southbend Drive, Washington, MO. Bond issue was passed in April 2019. Building is anticipated to be occupied August 2021.

Site

The new school will be built on a property that the district currently owns at the northeast intersection of St. John's Road and New highway 100. The property is bounded by St. John's Road to the West, New Highway 100 on the South and Old Highway 100 to the north.

The site is estimated to be a balanced site requiring no haul off or importation of soil.

The site development involves a sanitary treatment facility, because the municipal sewers are not within reach of the new facility. Water, gas and electric utilities are available to the site from the Old Highway 100.

There are two asphalt paved drives into the site, with a perimeter fire-loop road around the

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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User Notes:

(791636267)

back of the building in order to provide fire-fighting access. The site contains approximately 116 parking spaces.

The Architect:

(Name, legal status, address and other information)

Bond Architects Inc.
222 South Central Avenue
Suite 501
St. Louis, MO 63105

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
February, 2020

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** It is understood and agreed by the Contractor that time is of the essence of this Agreement.

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§ 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:

§ 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
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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

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

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

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

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

It is expressly agreed that time is of the essence with respect to the Contractor’s obligations herein and that a delay in the Substantial Completion of the Work beyond the Substantial Completion Date stipulated above would cause damages to the Owner, the amount of which would be difficult, if not impossible, to estimate and prove. Accordingly, if Contractor fails to substantially complete the Work by said date, subject to any extensions permitted hereunder for excusable delays or Owner requested changes, the Contractor shall pay to Owner as liquidated damages, and not as a

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penalty, the stipulated sum of One Thousand Five Hundred Dollars (\$1,500.00) for each calendar day or portion thereof that Substantial Completion is so delayed.

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the first business day following the first Board meeting when a bill of the nature of the Application would be considered and approved pursuant to the Owner's normal payment cycles, and in any event no later than forty-five (45) days after receipt of the Application for Payment. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7, less one hundred fifty percent (150%) of such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

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

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract, including completion or correction of all punch list items except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 all close-out documentation required under the Contract Documents, lien waivers, releases of claims from Contractor and all of its Subcontractors and suppliers providing more than \$1,000 of services, equipment or supplies for the Work, warranties, all certified payrolls and affidavits of compliance with prevailing wage laws have been provided and a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, complete with all supporting documentation and close-out documents required by this Contract or otherwise reasonably requested by the Owner.

§ 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.)

The Prime Rate as established by the Wall Street Journal at the time payment is due.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction in Franklin County, Missouri. Venue shall lie in the courts of Franklin 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

(Paragraphs deleted)
Deleted.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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Chris Slagle
Landmark Contract Management
1749 Larkin Williams Road
St. Louis, MO 63026

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide performance and payment bonds for the Work in the amount of the full Contract Sum and such other bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

Insurance shall be as required by the Insurance Requirements Exhibit.

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

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

§ 8.7 Other provisions:

§ 8.7.1 The prevailing party in any legal or alternative dispute resolution proceeding entered into to enforce the terms or provisions of this Contract shall be entitled to recover its reasonable attorneys' fees and/or legal expenses to the extent the party succeeds in such proceeding.

§ 8.7.2 Not less than the prevailing hourly rate of wages specified under Sections 290.210-290.340 (Mo. Rev. Stat.) and set out in the attached Wage Determination #26 for Franklin County, MO and attached to this Contract shall be paid to all workers performing Work under this Contract.

§ 8.7.3 The Contractor shall forfeit as provided under Section 290.250 (Mo. Rev. Stat.) as a penalty to the District on whose behalf this Contract is made, One Hundred Dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, that such worker is paid less than the stipulated rates for any work done under said Contract by Contractor or any of its Subcontractors. Contractor and all subcontractors shall be required to submit certified weekly payroll sheets with their monthly invoices, showing compliance with Missouri prevailing wage laws, as well as an Affidavit of Compliance with Missouri prevailing wage law at the conclusion of the Project prior to final payment.

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Accurate records pertaining to wages paid all workers employed on the Project shall be kept within the State of Missouri by Contractor and each subcontractor for a period of one (1) year following final completion.

§ 8.7.4 The Contractor shall furnish both a payment bond which meets all statutory requirements for public works projects (Section 107.170 Mo. Rev. Stat.) and a performance bond in the full amount of the cost of the Work and such performance bond shall meet any and all requirements set forth in the Construction Documents. Contractor's bonds shall include such provisions as will guarantee faithful performance of the prevailing hourly wage clauses under this Contract.

§ 8.7.5 Contractor shall comply with the insurance requirements set out in the Contractor's Insurance Requirements Exhibit attached hereto.

§ 8.7.6 Before employment of any employee or retention of any independent contractor, subcontractor or supplier who is an individual for work on this Project, the Contractor shall conduct criminal background checks through all appropriate state agencies and any other background checks as may be standard for entities providing services to public schools, including without limitation, a thorough review of the list of registered sex offenders as provided by the County Sheriff's Department, and any such individual who does not pass such background check as determined by the Owner in its sole discretion shall not be permitted to enter the premises where the Project is located or any other school district property or to work on the Project. Contractor shall include all of these requirements in its contracts with its subcontractors and suppliers.

§ 8.7.7 This is a tax-exempt project and Owner has provided Contractor a Missouri State Tax Exemption Certificate. Contract shall make all material purchases for this particular project with the Tax Exemption Certification and therefore will not incur Missouri State Sales Tax. The Owner will not reimburse the Contractor for sales tax under any circumstance.

§ 8.7.8 Pursuant to Missouri Revised Statute 285.530 all business entities awarded any contract in excess of five thousand dollars (\$5,000.00) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled in and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the Owner (to the extent allowed by E-Verify). Accordingly, the Contractor shall affirm that it is enrolled in such a federal work authorization program and shall provide a sworn affidavit to that effect, which affidavit shall also state that the Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided to the Owner. The documentation required is attached hereto. The Contractor shall also provide such other documentation as is requested by the Owner to confirm the foregoing.

§ 8.7.9 Contractor shall comply with RSMo. 292.675 and provide a ten-hour OSHA construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within 60 days of beginning work on such project. If RSMo. 292.675 applies, Contractor shall forfeit as a penalty to Owner, \$2,500 plus \$100 for each employee employed by Contractor or its subcontractors for each calendar day or portion thereof that any such employee is employed without the required training

§ 8.7.10 Contractor shall comply with RSMo. 161.371 and shall establish and implement a random drug and alcohol testing program which shall be administered by a laboratory duly certified by the U.S. Department of Health and Human Services or similar agency approved by the State of Missouri. Such program will require notification to the employer and employee of the results of any positive drug or alcohol test, the Contractor shall immediately take appropriate action with respect to such employee in order to protect the safety of the students, and the Owner shall be notified of the action taken to protect the safety of the students as a result of such positive test result. All costs for the program of screening and testing workers for alcohol and controlled substances, as well as all costs for administration of such drug and alcohol testing program shall be paid by Contractor and not Owner.

§ 8.7.11 Notwithstanding the fact that this Agreement is executed as of the date set forth herein, the parties recognize that portions of the services required hereunder may have already been performed prior to such date, all of which services shall be governed by the terms and conditions of this Agreement. Contractor shall not be entitled to any

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compensation for such prior activities and services except as expressly provided for herein. Without limiting any of the foregoing, all of the Contractor's liabilities and obligations to the Owner shall apply to all pre-execution services performed by the Contractor, notwithstanding the fact that such services may have been performed prior to the date of this Agreement pursuant to prior negotiations, representations, agreements and understandings or otherwise.

§ 8.7.12 It is the policy of the Owner that weapons (concealed or otherwise), smoking, alcohol, drugs, profanity, amplified sounds and inappropriate behavior (as defined by Owner) are not allowed on any of its job sites. The Contractor shall comply and shall cause all of its Subcontractors to comply with this policy. Violation of this policy may result in immediate dismissal of the individual and/or the contractor committing the violation. In addition, the safety of the public as well as Owner's students, faculty, administrators and staff is of utmost priority. Any individual and/or contractor with disregard for such safety will be immediately dismissed from the job site.

§ 8.7.13 Contractor and all subcontractors and suppliers shall comply with the provisions of the "Missouri Domestic Products Act."

§ 8.7.14 Every transient employer as defined in section 285.230 RS Mo. must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

§ 8.7.15 During the performance of this Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal Government setting forth the requirements of this Equal Opportunity clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by an appropriate agency of the Federal Government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the Contractor's noncompliance with the Equal Opportunity Conditions of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part; and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 on September 24, 1965; and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or order of the Secretary of Labor, or as provided by law.
- (g) The Contractor will include all of Clauses 13.9.1.1 through 13.9.1.7 inclusive in every Subcontract or

purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any Subcontract or purchase order as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with, litigation to protect the interest of the United States.

- (h) Exemptions to the above Equal Opportunity conditions are Contracts and Subcontracts not exceeding \$10,000 and Contracts and Subcontracts under which work is performed outside the United States where no recruitment of workers within the United States is involved.
- (i) Unless otherwise provided, the above Equal Opportunity provisions are not required to be inserted in Sub-subcontracts except for Sub-subcontracts involving the performance of construction work at the site of construction, in which case the provisions must be inserted in all such sub-subcontracts.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
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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.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.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.)

Contractor Insurance Requirements
 E Verify Documentation
 Prevailing Wage Order

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

SCHOOL DISTRICT OF WASHINGTON

By:

 OWNER *(Signature)*

 Board President
(Printed name and title)

 CONTRACTOR *(Signature)*

(Printed name and title)

Additions and Deletions Report for **AIA® Document A101™ – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:15:04 ET on 12/30/2019.

PAGE 1

School District of Washington, a Missouri public school district
220 Locust Street
Washington, MO 63090

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(Name, location and detailed description)

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Highway 100 & St. Johns Road
Washington, MO 63090

Project Description

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The new school will be built on a property that the district currently owns at the northeast intersection of St. John's Road and New highway 100. The property is bounded by St. John's Road to the West, New Highway 100 on the South and Old Highway 100 to the north.

The site is estimated to be a balanced site requiring no haul off or importation of soil.

The site development involves a sanitary treatment facility, because the municipal sewers are not within reach of the new facility. Water, gas and electric utilities are available to the site from the Old Highway 100.

There are two asphalt paved drives into the site, with a perimeter fire-loop road around the back of the building in order to provide fire-fighting access. The site contains approximately 116 parking spaces.

The Architect:

PAGE 2

Bond Architects Inc.
222 South Central Avenue
Suite 501
St. Louis, MO 63105
PAGE 3

[] Established as follows:

...

February, 2020

...

§ 3.3 Substantial Completion It is understood and agreed by the Contractor that time is of the essence of this Agreement.
PAGE 4

It is expressly agreed that time is of the essence with respect to the Contractor's obligations herein and that a delay in the Substantial Completion of the Work beyond the Substantial Completion Date stipulated above would cause damages to the Owner, the amount of which would be difficult, if not impossible, to estimate and prove. . Accordingly, if Contractor fails to substantially complete the Work by said date, subject to any extensions permitted hereunder for excusable delays or Owner requested changes, the Contractor shall pay to Owner as liquidated damages, and not as a penalty, the stipulated sum of One Thousand Five Hundred Dollars (\$1,500.00) for each calendar day or portion thereof that Substantial Completion is so delayed.

PAGE 5

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the —month— first business day following the first Board meeting when a bill of the nature of the Application would be considered and approved pursuant to the Owner's normal payment cycles, and in any event no later than forty-five (45) days after receipt of the Application for Payment . If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (—forty-five (45)) days after the Architect receives the Application for Payment.

PAGE 6

Five percent (5%)

...

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section ~~5.1.7.~~ 5.1.7, less one hundred fifty percent (150%) of such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

...

- .1 the Contractor has fully performed the ~~Contract~~ Contract, including completion or correction of all punch list items except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 all close-out documentation required under the Contract Documents, lien waivers, releases of claims from Contractor and all of its Subcontractors and suppliers providing more than \$1,000 of services,

equipment or supplies for the Work, warranties, all certified payrolls and affidavits of compliance with prevailing wage laws have been provided and a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~complete with all supporting documentation and close-out documents required by this Contract or otherwise reasonably requested by the Owner.

PAGE 7

~~%—The Prime Rate as established by the Wall Street Journal at the time payment is due.~~

...

[] Litigation in a court of competent jurisdiction in Franklin County, Missouri. Venue shall be in the courts of Franklin County, Missouri.

...

§ 7.1.1 ~~If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

Deleted.

...

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

PAGE 8

Chris Slagle
Landmark Contract Management
1749 Larkin Williams Road
St. Louis, MO 63026

...

§ 8.5.2 The Contractor shall provide performance and payment bonds for the Work in the amount of the full Contract Sum and such other bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

Insurance shall be as required by the Insurance Requirements Exhibit.

...

§ 8.7.1 The prevailing party in any legal or alternative dispute resolution proceeding entered into to enforce the terms or provisions of this Contract shall be entitled to recover its reasonable attorneys' fees and/or legal expenses to the extent the party succeeds in such proceeding.

§ 8.7.2 Not less than the prevailing hourly rate of wages specified under Sections 290.210-290.340 (Mo. Rev. Stat.) and set out in the attached Wage Determination #26 for Franklin County, MO and attached to this Contract shall be paid to all workers performing Work under this Contract.

§ 8.7.3 The Contractor shall forfeit as provided under Section 290.250 (Mo. Rev. Stat.) as a penalty to the District on whose behalf this Contract is made, One Hundred Dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, that such worker is paid less than the stipulated rates for any work done under said Contract by Contractor or any of its Subcontractors. Contractor and all subcontractors shall be required to submit certified weekly payroll sheets with their monthly invoices, showing compliance with Missouri prevailing wage laws, as well as an Affidavit of Compliance with Missouri prevailing wage law at the conclusion of the Project prior to final payment. Accurate records pertaining to wages paid all workers employed on the Project shall be kept within the State of Missouri by Contractor and each subcontractor for a period of one (1) year following final completion.

§ 8.7.4 The Contractor shall furnish both a payment bond which meets all statutory requirements for public works projects (Section 107.170 Mo. Rev. Stat.) and a performance bond in the full amount of the cost of the Work and such performance bond shall meet any and all requirements set forth in the Construction Documents. Contractor's bonds shall include such provisions as will guarantee faithful performance of the prevailing hourly wage clauses under this Contract.

§ 8.7.5 Contractor shall comply with the insurance requirements set out in the Contractor's Insurance Requirements Exhibit attached hereto.

§ 8.7.6 Before employment of any employee or retention of any independent contractor, subcontractor or supplier who is an individual for work on this Project, the Contractor shall conduct criminal background checks through all appropriate state agencies and any other background checks as may be standard for entities providing services to public schools, including without limitation, a thorough review of the list of registered sex offenders as provided by the County Sheriff's Department, and any such individual who does not pass such background check as determined by the Owner in its sole discretion shall not be permitted to enter the premises where the Project is located or any other school district property or to work on the Project. Contractor shall include all of these requirements in its contracts with its subcontractors and suppliers.

§ 8.7.7 This is a tax-exempt project and Owner has provided Contractor a Missouri State Tax Exemption Certificate. Contract shall make all material purchases for this particular project with the Tax Exemption Certification and therefore will not incur Missouri State Sales Tax. The Owner will not reimburse the Contractor for sales tax under any circumstance.

§ 8.7.8 Pursuant to Missouri Revised Statute 285.530 all business entities awarded any contract in excess of five thousand dollars (\$5,000.00) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled in and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the Owner (to the extent allowed by E-Verify). Accordingly, the Contractor shall affirm that it is enrolled in such a federal work authorization program and shall provide a sworn affidavit to that effect, which affidavit shall also state that the Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided to the Owner. The documentation required is attached hereto. The Contractor shall also provide such other documentation as is requested by the Owner to confirm the foregoing.

§ 8.7.9 Contractor shall comply with RSMo. 292.675 and provide a ten-hour OSHA construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within 60 days of beginning work on such project. If RSMo. 292.675 applies, Contractor shall forfeit as a penalty to Owner, \$2,500 plus \$100 for each employee employed by Contractor or its subcontractors for each calendar day or portion thereof that any such employee is employed without the required training

§ 8.7.10 Contractor shall comply with RSMo. 161.371 and shall establish and implement a random drug and alcohol testing program which shall be administered by a laboratory duly certified by the U.S. Department of Health and Human Services or similar agency approved by the State of Missouri. Such program will require notification to the employer and employee of the results of any positive drug or alcohol test, the Contractor shall immediately take appropriate action with respect to such employee in order to protect the safety of the students, and the Owner shall be notified of the action taken to protect the safety of the students as a result of such positive test result. All costs for the

program of screening and testing workers for alcohol and controlled substances, as well as all costs for administration of such drug and alcohol testing program shall be paid by Contractor and not Owner.

§ 8.7.11 Notwithstanding the fact that this Agreement is executed as of the date set forth herein, the parties recognize that portions of the services required hereunder may have already been performed prior to such date, all of which services shall be governed by the terms and conditions of this Agreement. Contractor shall not be entitled to any compensation for such prior activities and services except as expressly provided for herein. Without limiting any of the foregoing, all of the Contractor's liabilities and obligations to the Owner shall apply to all pre-execution services performed by the Contractor, notwithstanding the fact that such services may have been performed prior to the date of this Agreement pursuant to prior negotiations, representations, agreements and understandings or otherwise.

§ 8.7.12 It is the policy of the Owner that weapons (concealed or otherwise), smoking, alcohol, drugs, profanity, amplified sounds and inappropriate behavior (as defined by Owner) are not allowed on any of its job sites. The Contractor shall comply and shall cause all of its Subcontractors to comply with this policy. Violation of this policy may result in immediate dismissal of the individual and/or the contractor committing the violation. In addition, the safety of the public as well as Owner's students, faculty, administrators and staff is of utmost priority. Any individual and/or contractor with disregard for such safety will be immediately dismissed from the job site.

§ 8.7.13 Contractor and all subcontractors and suppliers shall comply with the provisions of the "Missouri Domestic Products Act."

§ 8.7.14 Every transient employer as defined in section 285.230 RS Mo. must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

§ 8.7.15 During the performance of this Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal Government setting forth the requirements of this Equal Opportunity clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by an appropriate agency of the Federal Government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the Contractor's noncompliance with the Equal Opportunity Conditions of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended

in whole or in part; and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 on September 24, 1965; and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or order of the Secretary of Labor, or as provided by law.

(g) The Contractor will include all of Clauses 13.9.1.1 through 13.9.1.7 inclusive in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any Subcontract or purchase order as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with, litigation to protect the interest of the United States.

(h) Exemptions to the above Equal Opportunity conditions are Contracts and Subcontracts not exceeding \$10,000 and Contracts and Subcontracts under which work is performed outside the United States where no recruitment of workers within the United States is involved.

(i) Unless otherwise provided, the above Equal Opportunity provisions are not required to be inserted in Sub-subcontracts except for Sub-subcontracts involving the performance of construction work at the site of construction, in which case the provisions must be inserted in all such sub-subcontracts.

PAGE 12

Contractor Insurance Requirements
E Verify Documentation
Prevailing Wage Order

...

SCHOOL DISTRICT OF WASHINGTON

By:

...

Board President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:15:04 ET on 12/30/2019 under Order No. 1796547194 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)