

# 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 11:35:26 ET on 06/28/2021.

## PAGE 1

**AGREEMENT** made as of the 28th day of June in the year 2021

...

Woodbury County Law Enforcement Center Authority  
620 Douglas Street  
Sioux City, Iowa 51101

...

Hausmann Construction, Inc.  
8885 Executive Woods Drive  
Lincoln, Nebraska 68512

...

Woodbury County Law Enforcement Center  
3701 28<sup>th</sup> Street  
Sioux City, Iowa

...

Goldberg Group Architects, PC  
520 Francis Street  
St. Joseph, Missouri 64501

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[  ] A date set forth in a notice to proceed issued by the Owner.

...

**§ 3.2** The Contract Time shall not be measured from the date of commencement of the Work. The Contract Time shall be measured from the latter date of (1) a written notice to proceed issued by the Owner, (2) the issuance of the construction permit, or (3) written confirmation from the Owner that surcharge settlement is complete and that the surcharge is removed. Such latest occurring date shall be referred to as the Date of Contract Time Commencement. Both Parties agree that the Contractor may commence non-critical activities prior to the Date of Contract Time Commencement if a written notice to proceed has been issued.

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[  ] Not later than Five Hundred Eighty ( 580 ) calendar days from the ~~date of commencement of the Work~~ Date of Contract Time Commencement.

...

§ 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 Fifty-Eight Million Three Hundred Ninety Thousand and no/100ths Dollars (\$58,390,000.00), subject to additions and deductions as provided in the Contract Documents.

...

None

...

<u>Alternate No. 1 - Lower Level Office Space</u>	<u>\$844,104.81</u>
<u>Alternate No. 2 - Lower Level Shelled Space</u>	<u>\$165,300.00</u>
<u>Alternate No. 3 - Parking Lot Fencing</u>	<u>\$97,800.00</u>
<u>Alternate No. 4 - Pavement</u>	<u>\$375,800.00</u>

...

Maintenance Building - Allowance \$250,000.00  
amount includes the cost to the Contractor  
of materials and equipment delivered at  
the site and all required taxes, less  
applicable trade discounts, and includes  
Contractor's costs for unloading and  
handling at the site, labor, installation  
costs, overhead and profit.

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<u>Section 09 30 00 - Tiling - Purchase and</u>	<u>Square foot</u>	<u>\$6.00</u>
<u>delivery of wall and floor tile</u>		
<u>Section 09 65 00 - Resilient Flooring -</u>	<u>Square foot</u>	<u>\$4.00</u>
<u>Purchase and delivery</u>		
<u>Section 09 68 00 - Tile Carpeting - Purchase</u>	<u>Square yard</u>	<u>\$45.00</u>
<u>and delivery</u>		

...

None

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

...

§ 5.1.6 In accordance with AIA Document ~~A201™-2017~~, ~~A201™-2007~~, 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:

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- .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~~; ~~A201-2007~~;

...

.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~~; A201-2007; and

...

5%

...

n/a

...

Retainage to be reduced in accordance with the laws of the State of Iowa, as applicable

...

§ 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~~; A201-2007.

...

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document ~~A201-2017~~; A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and

...

§ 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:~~ thirty-one (31) following approval and final acceptance of the Project by the Authority (Owner) upon receipt and review of the Architect's Certificate and Recommendation for Final Payment.  
Final payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other required closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

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Payments due and unpaid under the Contract Documents 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.~~ equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201-2017~~; A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

...

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document ~~A201-2017~~; A201-2007, the method of binding dispute resolution shall be as follows:

...

[ ] Arbitration pursuant to Section 15.4 of AIA Document ~~A201-2017~~A201-2007

[X] Litigation in a court of competent jurisdiction

...

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document ~~A201-2017~~A201-2007.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document ~~A201-2017~~A201-2007, then the Owner shall pay the Contractor a termination fee as follows:

...

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2017~~A201-2007.  
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§ 8.1 Where reference is made in this Agreement to a provision of AIA Document ~~A201-2017~~A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

...

Baker Group  
1600 SE Corporate Woods Drive  
Ankeny, Iowa 50021  
(515) 262-4000

...

Steve Thiele  
2108 Taylor Avenue, #850  
Norfolk, NE 68701  
(402) 371-8651

...

§ 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, A201™-2007, General Conditions of the Contract for Construction,~~ and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document ~~A101™-2017 Exhibit A, A201™-2007, General Conditions of the Contract for Construction~~ and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document ~~A201-2017~~, may be given in accordance with AIA Document ~~E203™-2013, Building Information Modeling and Digital Data Exhibit~~, if completed, or as otherwise format may be given as 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.)*

Where written notice is required by this Agreement, electronic mail sent to the representative parties in this Contract shall constitute written notice as required by 13.3 of the A201 – 2007.

...

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

...

- .2 ~~AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~ Intentionally omitted
- .3 ~~AIA Document A201™ 2017, A201™ 2007,~~ General Conditions of the Contract for Construction

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See Exhibit A

...

See Exhibit B

...

See Exhibit C

...

n/a

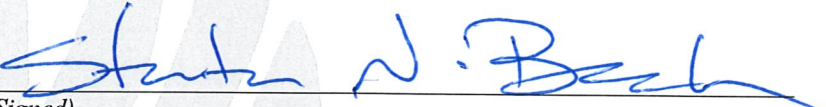
...

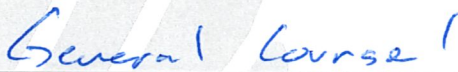
<u>Performance Bond</u>	<u>Equal to 100% of the Contract Amount</u>
<u>Payment Bond</u>	<u>Equal to 100% of the Contract Amount</u>

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:35:26 ET on 06/28/2021 under Order No. 7131563197 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)