



# 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 Eleventh day of January in the year Two Thousand Twenty Three  
*(In words, indicate day, month and year.)*

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

Raytown Quality Schools  
6608 Raytown Road  
Raytown, MO 64133  
Telephone: (816) 268-7000

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

Excel Constructors, Inc.  
8041 West 47th Street Ste 200  
Overland Park, KS 66203  
Telephone: (913) 261-1000

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

22093.00 Raytown Elementary & Middle School Upgrades  
Raytown, MO

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

Hollis + Miller Architects  
1828 Walnut St. Ste 922  
Kansas City, MO 64108  
Telephone: (816) 442-7700

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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### EXHIBIT A INSURANCE AND BONDS

WHEREAS Raytown C-2 School District (hereinafter referred to as "Owner") and Excel Constructors, Inc. (hereinafter referred to as "Contractor") desire to enter into a contract under which Contractor will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Contractor have agreed to enter into AIA Document A101™-2017 Standard Form of Agreement between Owner and Contractor ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Contractor on this project, Owner and Contractor hereby agree to the following amendments to the Contract:

### ARTICLE 1 THE CONTRACT DOCUMENTS

**§ 1.1** The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual and Construction Documents, Drawings, Specifications, all sections of the Project Manual and Construction Documents, 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. Any reference to Contract Documents or any documents included in the Contract Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project. (Warning: Make sure that any Supplementary Conditions do not contradict the provisions of the A201.)

"Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

**§ 1.2** This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Education or Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for

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Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

**§ 1.3** The Board of Education or Board of Trustees, by majority vote, is the only representative of the Owner, a school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board, following appropriate Board action: (insert name and title of designee) \_\_\_\_\_, or other Board designee.

**§ 1.4** The Board designates the authorized representatives identified in Paragraph 8.3 to act on its behalf in other respects.

## **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.)*

- [ X ] 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.)*

*(Paragraph deleted)*

The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2017.

**§ 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 diligently prosecute and achieve Substantial Completion of the entire Work. Final Completion shall be thirty (30) calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.

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

- [ ] Not later than ( ) calendar days from the date of commencement of the Work.
- [ X ] By the following date:  
Substantial Completion: August 1, 2023 Final Completion: August 8, 2023

**§ 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 diligently prosecute and 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 Two Million Five Hundred Seven Thousand dollars and Zero Cents (\$ 2,507,000.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

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

Item	Price
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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
Allowance 01: Wall-Off Matts	\$16,000.00

§ 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 01: Masonry Repair		\$65.00 SF
Unit Price 02: Metal Decking Repair		\$27.50 SF
Unit Price 03: Roof Insulation Replacement		\$14.50 SF
Unit Price 04: Flashing and Sheet Metal Repair		\$27.50 SF
Unit Price 05: Flashing and Sheet Metal Replacement		\$27.50 SF
Unit Price 06: Wood Blocking Replacement		\$15.50 SF
Unit Price 07: Additional VCT Flooring		\$3.50 SF

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

In the event the Contractor has not achieved Substantial Completion within the time allotted in accordance with Section 3.3, the Contractor agrees to pay the Owner, or to deduct from its contract sum, not as a penalty but as liquidated damages, a dollar amount based on a calculation for each and every calendar day that the work remains incomplete after the time set forth in this Contract for Substantial Completion as follows:

\$1,000.00 / day

§ 4.5.1 **Substantial Completion.** Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor’s failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement



under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$\_1,000\_\_\_ per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

**§ 4.5.2 Final Completion.** In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor's failure, neglect or refusal to achieve said deadline. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not finally completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$1000.00\_\_\_ per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

**§ 4.5.3** 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.

**§ 4.6 Other:**

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

Bonus Incentive for the Early Completion of the Work. In the event that the General Contractor achieves Substantial Completion of all work earlier than the Substantial Completion date as set forth in this Contract, the Owner agrees to pay the General Contractor, or add to its contract sum, the amount of \$1,000.00 per calendar day that the work is completed before the Substantial Completion date as set forth in this Contract, up to a limit of ten (10) calendar days (maximum of \$10,000). The Bonus Incentive does not apply to authorized adjustments made to the Contract Time during the course of construction, unless such delays are caused by the Owner.

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## 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 shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within Sixty ( 60 ) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to applicable local, state, and federal laws and regulations.  
*(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, less any unused Owner's contingency, 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 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;
- .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 to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 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 to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201™–2017, General Conditions of the Contract for Construction; and

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.5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

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

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

5%

**§ 5.1.7.1.1** The following items are not subject to retainage:

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

N/A

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

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

N/A

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Final 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.

*(Paragraphs deleted)*

**§ 5.1.8 Intentionally Deleted.**

**§ 5.1.9** Except with the Owner's prior written approval, or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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

**§ 5.1.11** 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 if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, 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 nonconforming. Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A2012017;
- .3 a final Certificate for Payment has been issued by the Architect; and
- .4 Owner's Board of Education has voted to accept the Work and approve the Final Payment.

**§ 5.2.2** The Owner's final payment of undisputed sums to the Contractor shall be made no later than Owner's Board's vote approving Final Payment, the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

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**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest

*(Paragraphs deleted)*

at one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1**

*(Paragraphs deleted)*

**Intentionally Deleted.**

**§ 6.2 Intentionally Deleted.**

*(Paragraphs deleted)*

**§ 6.3** In the event that any party to this Agreement shall be compelled to enforce the terms of this agreement through litigation or retention of legal counsel, the prevailing party in any such enforcement action shall be entitled to the payment of its attorneys’ fees by the breaching party. Any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri, the United States District Court for the Western District of Missouri, as appropriate, to which jurisdiction and venue the Parties expressly agree.

**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.

*(Paragraphs 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.

**§ 8.2** The Owner’s representative:

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

Josh Hustad, Director of Facility Operations  
Raytown Quality Schools  
6608 Raytown Road  
Raytown, MO 64133  
Telephone: (816) 268-7000

**§ 8.3** The Contractor’s representative:

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

Ryan Trotnic, Construction President  
Excel Constructions, Inc.  
8041 West 47<sup>th</sup> Street  
Overland Park, KS 66203  
Telephone: (913) 261-1000

**§ 8.4** Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior written 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. Owner preserves all immunities

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recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. Stat. § 537.600 et seq. Any insurance purchased by Owner or Contractor hereto is not intended to act as a waiver, nor is it a waiver of any defense available to Owner and its employees by statute or at common law.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

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

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

N/A

§ 8.6.1 This Agreement shall be based upon the required payment by the Contractor of not less than the prevailing hourly rate of wages, as set out in the Wage Order attached herein and made part of the Specification for Work under the Contract, must be paid to all workers performing work under the Contract. The Contractor will forfeit a penalty to the Owner of \$100.00 per day (or portion of a day) for each worker that is paid less than the prevailing wage for any work done under the Contract by the Contractor or by any Subcontractor.

§ 8.6.2 Prior to commencement of the work, the Contractor shall provide to the Owner a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the Federal Work Authorization Program. Federal Work Authorization Program means the eVerify program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. The Contractor shall also provide the Owner a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

§ 8.6.3 As a condition of the Contract, Contractor must provide a 10-hour Occupational Safety and Health Administration (OSHA) construction safety program ("Program") for Contractors on site employees as mandated by Section 292.675, RSMo. Said Program must include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations. This requirement includes the following:

- .1 All of Contractor's on-site employees must complete the Program within 60 days of beginning work on the Project.
- .2 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.
- .3 Contractor's failure to comply with these requirements will subject it to penalties. Contractor shall forfeit as a penalty to the Owner \$2,500.00 plus \$100.00 for each employee employed by Contractor or Contractor's subcontractor, for each calendar day, or portion thereof, such employee is employed to do work pursuant to this Contract without the required training. Said penalty shall not begin to accrue until the time period in subsections 8.6.3.1 and 8.6.3.2 have elapsed. Contractor will be subject to said penalties notwithstanding any other provision to the contrary in this Contract.
- .4 Contractor shall require its Contracts with all subcontractors to contain these provisions. Contractor shall be responsible for penalties to Owner due to any subcontractor's employees' failure to be able to produce documentary evidence of training in the required program. Contractor may withhold all sums necessary to cover any penalty Owner has withheld or been paid. Contractor may recover any penalties from subcontractor by filing a lawsuit in the Circuit Court of Jackson County, Missouri. Contractor shall have no right of recovery against Owner.

§ 8.6.4 Every transient employer, as defined in Section 285.230, RSMo, must post in a prominent and easily

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User Notes:

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accessible place at the worksite a clearly legible copy of the following: (1) a 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 laws shall, under Section 285.234, RSMo, be liable for a penalty of \$500.00 per day until the notices required by this Section are posted as required by that Statute.

**§ 8.6.5** Before employment of any employee, contractor, subcontractor, consultant, or subconsultant who is an individual for work on this Project, the Contractor shall conduct or shall allow the Owner to conduct 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. The Contractor shall include all of these requirements in its contracts with its subcontractors and suppliers.

**§ 8.6** The relationship of the Owner and Contractor is one of District and independent contractor and not master and servant or joint venturers. Except as provided herein, the Contractor does not have authority to act for or on behalf of the Owner.

**§ 8.7** Throughout the term of this Agreement, the Architect shall fully comply with all applicable laws and ordinances and the applicable orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate administrative officers and agencies having jurisdiction over the Project, including the policies of the Board of Education of Owner.

**§ 8.7.1** As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

**§ 8.7.2** Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

**§ 8.7.3** Section 1.5 of AIA Document A201-2017 shall govern Contractor's use of the Construction Documents.

**§ 8.7.4** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

**§ 8.7.5** Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

**§ 8.7.6** Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

**§ 8.7.7** Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

**§ 8.7.8** Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's

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forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

**§ 8.7.9** The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors

**§ 8.7.10** This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

**§ 8.7.11** Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

**§ 8.7.12** This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Missouri or of the United States shall not affect the validity of the remainder of this Agreement.

**§ 8.7.13** Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2007, General Conditions of the Contract for Construction, as amended for the Project.

**§ 8.7.14** To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Missouri law, Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- .4 Trench excavation safety protection shall be a separate pay item and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

**§ 8.7.15** No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**§ 8.7.16** Contractor stipulates that Owner is a political subdivision of the State of Missouri, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Missouri. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability.

## **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

*Intentionally deleted*

- .5 Drawings

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Number	Title	Date
Attached as Exhibit "B"	Index of Drawings	

.6 Specifications

Section	Title	Date	Pages
Attached as Exhibit C"	Table of Contents		

.7 Addenda, if any:

Number	Date	Pages
No. 1	12.12.2022	2
No. 2	12.15.2022	1
No. 3	12.22.2022	17
No. 4	1.06.2023	7

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

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

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

[ N/A ] The Sustainability Plan:

Title	Date	Pages
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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.)*

Exhibit B – Index of Drawings  
 Exhibit C – Table of Contents  
 Exhibit D - CONTRACTOR'S PROPOSAL

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

OWNER *(Signature)*

*(Printed name and title)*

CONTRACTOR *(Signature)*

Ryan Trotnic, Construction President  
*(Printed name and title)*



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## **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 17:14:46 ET on 01/20/2023 under Order No. 3104236574 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)

**Sandy Cochran IIDA, AIA, Associate, Client Leader**  
\_\_\_\_\_  
(Title)

**1/20/23**  
\_\_\_\_\_  
(Dated)

# 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 « Eleventh » day of « January » in the year « Two Thousand Twenty Three »(In words, indicate day, month and year.)

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

«22093.00 Raytown 2023 Building Upgrades:  
ES & Central MS  
Music Room Reno »

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

«Raytown Quality Schools»«»  
«6608 Raytown Road  
Raytown, MO 64133»  
«Telephone Number: 816.268.7000»

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

«Excel Constructors, Inc.  
8041 West 47<sup>th</sup> Street,  
Overland Park, KS 66203»  
«Telephone Number: 913.261.1000»

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

«Hollis + Miller Architects »« »  
«1828 Walnut Street, Suite 922 »  
«Kansas City, MO 64108 »

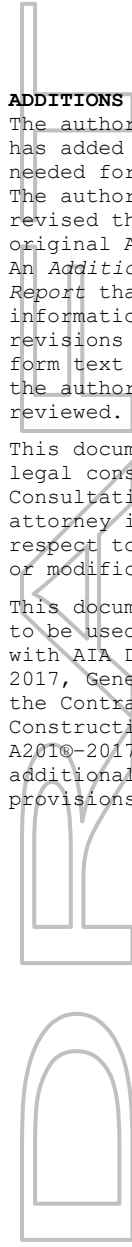
**THE PROGRAM MANAGER:**  
(Name, legal status and address)

N/A

**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.



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

# EXHIBIT A

## TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

WHEREAS Raytown C-2 School District (hereinafter referred to as "Owner") and Excel Constructors, Inc. (hereinafter referred to as "Contractor") desire to enter into a contract under which Contractor will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Contractor have agreed to enter into AIA Document A101™-2017 Exhibit A ("Exhibit") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Contractor on this project, Owner and Contractor hereby agree to the following amendments to the Contract:

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

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

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

#### **§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements. Owner preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. Stat. § 537.600 et seq. Any insurance purchased by Owner or Contractor hereto is not intended to act as a waiver, nor is it a waiver of any defense available to Owner and its employees by statute or at common law. No insurance purchased by Owner herein is not intended to cover machinery, tools, and equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements.

#### **§ 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.

## EXHIBIT A

### § A.2.3.1.1 Intentionally Deleted.

### § A.2.3.1.2 Intentionally Deleted.

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall 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 12.2.2.1 or as extended by Section 2.2.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by Section A.2.3.1.3 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.2.3.1.3 have consented in writing to the replacement 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 may purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2.1 or as extended by Section 2.2.2.2 of the General Conditions, 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.3.3.2, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

*(NOTE: Although this paragraph has been revised to make the District's purchase of property insurance optional, Districts are strongly advised to purchase such insurance if the District does not already have such insurance.)*

### § A.2.4. Intentionally Deleted.

§ A.2.4.1 Intentionally Deleted.

§ A.2.4.2 Intentionally Deleted.

§ A.2.4.3 Intentionally Deleted.

§ A.2.4.4 Intentionally Deleted.

§ A.2.4.5 Intentionally Deleted.

§ A.2.4.6 Intentionally Deleted.

§ A.2.4.7 Intentionally Deleted.

### § A.2.5 Other Optional Insurance.

The Owner may 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.)*

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§ 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) at least five business days after execution of the Contract documents and 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 all of Contractor's insurance policies, except Contractor's workers compensation insurance. These certificates and the insurance policies required by this Article shall contain a provision that coverages afforded under the policies will not be canceled, reduced, or restricted for any reason, other than nonpayment of premium, until at least 30 days' prior written notice of such cancellation, reduction, or restriction has been given to the Owner and Contractor. An additional certificate, policy, and endorsement evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment, as required by Section 9.10.2 of the 2017 AIA A201 General Conditions as amended for this Project, and thereafter upon renewal or replacement of such coverage. Information concerning reduction or restriction of coverage on account of revised limits or claims paid under the General Aggregate, or cancellation or expiration of the insurance, shall be furnished by written notice to the Owner from the Contractor within three business days of the date Contractor knew or should have known of the cancellation, reduction, or restriction. At least 30 calendar days prior to the date of expiration of any required insurance policy, Contractor shall provide Owner written notice of the impending expiration. In addition, Contractor shall also provide copies of all policies, declarations, and endorsements for such insurance to Owner as required by Section 11.0.2 of the 2017 AIA A201 General Conditions as amended for this Project.

**§ 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. If the insurance required by this Section A.3.1 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions. For any claim made against the Contractor's policies of insurance, the deductible shall not exceed \$2,500 for a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of less than \$4 million. For a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of \$4 million or more, the deductible shall not exceed \$5,000.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage and any other insurance required by the Agreement, with the exception of Workers' Compensation insurance, to be endorsed 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.



## EXHIBIT A

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

§ A.3.2.1 The Contractor and the Contractor's subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims which may arise out of, or result from, the Contractor's operations under the Contract whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, in the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Missouri and that carries a Best policyholder's rating of "A" or better; and carrier at least Class X financial rating. (See also the insurance requirements included in Article 11 of the 2017 AIA A201 General Conditions as amended for this Project.) 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. The insurance required by this Section shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The limits of liability for such insurance shall be in at least the following amounts as specified below.

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### § 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 » ) each occurrence, «One Million Dollars » (\$ «1,000,000 » ) general aggregate, and «Two Million Dollars » (\$ «2,000,000 » ) 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 with a sublimit not less than \$5,000.00 for medical expenses per person for bodily injury, included within the limits noted above;
- .2 personal injury and advertising injury with a limit not less than \$1,000,000.00;
- .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 the Work and out of completed operations, said coverage to be maintained for two years after Final Completion (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage) and must include Completed Operations coverage for Contractor, its subcontractors, and Owner;
- .5 the Contractor's contractual liability, including but not limited to indemnity obligations under Section 3.18 of the General Conditions; and
- .6 General Aggregate per Project endorsement.

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

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

## EXHIBIT A

- .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, hired, or any other vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than those stated below 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 not achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. 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.3.2.4.1 Umbrella Excess Liability coverages shall be in at least the following amounts:

- |              |                                   |
|--------------|-----------------------------------|
| .1 \$500,000 | Each Occurrence                   |
| .2 \$500,000 | Aggregate                         |
| .3 \$500,000 | Aggregate Per Project Endorsement |

§ A.3.2.5 . Workers' Compensation: Contractor shall take out, pay for, and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, by carriers acceptable to and approved by Owner.

- |                                |             |                        |
|--------------------------------|-------------|------------------------|
| .1 Missouri Statutory Benefits |             |                        |
| .2 Employer's Liability:       | \$1,000,000 | per accident           |
|                                | \$1,000,000 | disease, policy limit  |
|                                | \$1,000,000 | disease, each employee |

§ A.3.2.5.1 A copy of a certificate of insurance showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project.

§ A.3.2.5.1.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

§ A.3.2.5.1.2 Persons providing services on the Project include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

§ A.3.2.5.1.3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

§ A.3.2.5.1.4 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all employees of the Contractor providing services on the Project for the duration of the Project.

§ A.3.2.5.1.5 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

## EXHIBIT A

**§ A.3.2.5.1.6** If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

**§ A.3.2.5.1.7** The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

.1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

**§ A.3.2.5.1.8** The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

**§ A.3.2.5.1.9** The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

**§ A.3.2.5.1.10** The Contractor shall post on each Project site a notice informing all persons providing services on the Project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

**§ A.3.2.5.1.11** The Contractor shall contractually require each person with whom it contracts to provide services on the Project to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the Project for the duration of the Project;

.2 Provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;

.3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

.1 A certificate of coverage, prior to the other person beginning work on the Project; and

.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

.6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

## EXHIBIT A

.7 Contractually require each person with whom it contracts to perform as required by items .1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

**§ A.3.2.5.1.12** By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

**§ A.3.2.5.1.13** The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

**§ A.3.2.6** Automobile Insurance Employers' Liability with policy limits not less than «One Million Dollars» (\$ «1,000,000 ») each accident, «One Million Dollars» (\$ «1,000,000 ») each employee, and «One Million Dollars» (\$ «1,000,000 ») policy limit.

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

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «One Million Dollars» (\$ «1,000,000 ») per claim and «Two Million Dollars» (\$ «2,000,000 ») in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») 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 ») per claim and «One Million Dollars» (\$ «1,000,000 ») in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than: N/A « » (\$ « ») 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 N/A « » (\$ « ») 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 State of Missouri and that carries a Best policyholder's rating of "A" or better; and carrier at least Class X financial rating. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. 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 Intentionally Deleted.**

EXHIBIT A

§ 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 covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract, as follows: (*Specify type and penal sum of bonds.*)

Type	Penal Sum (\$0.00)
Payment Bond	100% of contract sum
Performance Bond	100% of contract sum

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS



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

«N/A »








# EXHIBIT B – INDEX OF DRAWINGS

	<b>GENERAL SHEETS</b> (SHEETS FOR USE WITH ALL LOCATIONS)		<b>CENT</b>	
M	<b>GENERAL</b> G000 COVER SHEET	A004 NORFLEET DOOR & ROOM FINISH SCHEDULE A005 ROBINSON DOOR & ROOM FINISH SCHEDULE A006 DOOR DETAILS	ARCHITEC A401-CM	
L	<b>ARCHITECTURE</b> A001 GENERAL ARCHITECTURAL INFORMATION A002 EASTWOOD DOOR & ROOM FINISH SCHEDULE A003 WESTRIDGE DOOR & ROOM FINISH SCHEDULE	<b>ELECTRICAL</b> E000 ELECTRICAL SCHEDULES		
K	<b>EASTWOOD HILLS</b> (NOTED WITH 'E' AT THE END OF SHEET NUMBERS)			
J	<b>DEMOLITION - ARCHITECTURE</b> DA101-E DEMOLITION FLOOR PLAN - OVERALL - LEVELS 1 & 2 - EASTWOOD DA102-E DEMOLITION CEILING PLAN - OVERALL - LEVELS 1 & 2 - EASTWOOD			
I	<b>DEMOLITION - ELECTRICAL</b> DE100-E LOWER LEVEL LIGHTING DEMO PLAN - AREA A DE101-E UPPER LEVEL LIGHTING DEMO PLAN - AREA A DE102-E UPPER LEVEL LIGHTING DEMO PLAN - AREA B DE103-E UPPER LEVEL LIGHTING DEMO PLAN - AREA C			
H	<b>ARCHITECTURE</b> A101-E FLOOR PLAN - LEVEL 1 - EASTWOOD HILLS A101A-E FLOOR PLAN - AREA A - LEVELS 1 & 2 EASTWOOD A102-E FLOOR PLAN - LEVEL 1 - EASTWOOD HILLS A102B-E FLOOR PLAN - AREA B - LEVEL 2 EASTWOOD A421-E ENLARGED PLAN & INTERIOR ELEVATIONS EASTWOOD A422-E ENLARGED PLANS & DETAILS EASTWOOD A701-E E-SIGNAGE FLOOR PLAN, ELEVATION, & SCHEDULE			
G	<b>ELECTRICAL</b> E100-E LOWER LEVEL LIGHTING IMPROVEMENT PLAN - AREA A E101-E UPPER LEVEL LIGHTING IMPROVEMENT PLAN - AREA A E101-E UPPER LEVEL LIGHTING IMPROVEMENT PLAN - AREA A E102-E UPPER LEVEL LIGHTING IMPROVEMENT PLAN - AREA B E103-E UPPER LEVEL LIGHTING IMPROVEMENT PLAN - AREA C			
F	<b>NORFLEET</b> (NOTED WITH 'N' AT THE END OF SHEET NUMBERS)			
E	<b>DEMOLITION - ARCHITECTURE</b> DA101-N DEMOLITION FLOOR PLAN - OVERALL - LEVEL 1 NORFLEET DA102-N DEMOLITION REFLECTED CEILING PLAN - LEVEL 1 NORFLEET			
D	<b>DEMOLITION - ELECTRICAL</b> DE100-N FIRST FLOOR LIGHTING DEMO PLAN - AREA A DE101-N FIRST FLOOR LIGHTING DEMO PLAN - AREA B DE102-N FIRST FLOOR LIGHTING DEMO PLAN - AREA C			
C	<b>ARCHITECTURE</b> A101-N FLOOR PLAN - LEVEL 1 - NORFLEET A101A-N FLOOR PLAN - LEVEL 1 - AREA A - NORFLEET A101B-N FLOOR PLAN - LEVEL 1 - AREA B - NORFLEET A101C-N FLOOR PLAN - LEVEL 1 - AREA C - NORFLEET A121-N REFLECTED CEILING PLAN - LEVEL 1 - AREA PLANS - NORFLEET A421-N ENLARGED PLANS & INTERIOR ELEVATIONS- NORFLEET A711-N N- SIGNAGE FLOOR PLAN, ELEVATION & SCHEDULE			
B	<b>ELECTRICAL</b> E100-N FIRST FLOOR LIGHTING IMPROVEMENT PLAN - AREA A E101-N FIRST FLOOR LIGHTING IMPROVEMENT PLAN - AREA B E102-N FIRST FLOOR LIGHTING IMPROVEMENT PLAN - AREA C E200-N POWER IMPROVEMENT PLAN - AREA C			
A				
1				
2				
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4				
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6				
7				
8				
9				

# EXHIBIT B – INDEX OF DRAWINGS

<h2 style="margin: 0;">CENTRAL MIDDLE <small>(NOTED WITH 'CM' AT THE END OF SHEET NUMBERS)</small></h2>	
<p>ARCHITECTURE</p> <p>A401-CM OVERALL ROOF PLAN - LEVEL 1 - CENTRAL MIDDLE</p>	
<h2 style="margin: 0;">WESTRIDGE <small>(NOTED WITH 'W' AT THE END OF SHEET NUMBERS)</small></h2>	
<p>DEMOLITION - ARCHITECTURE</p> <p>DA101-W DEMOLITION FLOOR PLAN - LEVELS 1&amp;2 - WESTRIDGE</p> <p>DA102-W DEMOLITION REFLECTED CEILING PLAN - LEVELS 1&amp;2</p> <p>DEMOLITION - ELECTRICAL</p> <p>DE100-W LOWER LEVEL LIGHTING DEMO PLAN - AREA B</p> <p>DE101-W UPPER LEVEL LIGHTING DEMO PLAN - AREA A</p> <p>DE102-W UPPER LEVEL LIGHTING DEMO PLAN - AREA B</p> <p>ARCHITECTURE</p> <p>A101-W FLOOR PLAN - LEVEL 1 - WESTRIDGE</p> <p>A101B-W FLOOR PLAN - LEVEL 1 - AREA B - WESTRIDGE</p> <p>A102-W FLOOR PLAN - LEVEL 2 - WESTRIDGE</p> <p>A102A-W FLOOR PLAN - LEVEL 2 - AREA A - WESTRIDGE</p> <p>A102B-W FLOOR PLAN - LEVEL 2 - AREA B - WESTRIDGE</p> <p>A421-W ENLARGED PLANS &amp; INTERIOR ELEVATIONS - WESTRIDGE</p> <p>A701-W W- SIGNAGE FLOOR PLAN, ELEVATION &amp; SCHEDULE</p> <p>ELECTRICAL</p> <p>E100-W LOWER LEVEL LIGHTING IMPROVEMENT PLAN - AREA B</p> <p>E101-W UPPER LEVEL LIGHTING IMPROVEMENT PLAN - AREA A</p> <p>E102-W UPPER LEVEL LIGHTING IMPROVEMENT PLAN - AREA B</p>	
<h2 style="margin: 0;">ROBINSON <small>(NOTED WITH 'R' AT THE END OF SHEET NUMBERS)</small></h2>	
<p>DEMOLITION - ARCHITECTURE</p> <p>DA101-R DEMOLITION FLOOR PLAN - OVERALL - LEVEL 1 - ROBINSON</p> <p>DA102-R DEMOLITION REFLECTED CEILING PLANS - OVERALL - LEVELS 1 &amp; 2 - ROBINSON</p> <p>DEMOLITION - ELECTRICAL</p> <p>DE100-R LOWER LEVEL LIGHTING DEMO PLAN - AREA C</p> <p>DE101-R UPPER LEVEL LIGHTING DEMO PLAN - AREA A</p> <p>DE102-R UPPER LEVEL LIGHTING DEMO PLAN - AREA B</p> <p>DE103-R UPPER LEVEL LIGHTING DEMO PLAN - AREA C</p> <p>ARCHITECTURE</p> <p>A101-R FLOOR PLAN - LEVEL 1 - ROBINSON</p> <p>A101C-R FLOOR PLAN - LEVEL 1 - AREA C - ROBINSON</p> <p>A102-R FLOOR PLAN - LEVEL 1 - ROBINSON</p> <p>A102A-R FLOOR PLAN - LEVEL 2 - AREA A - ROBINSON</p> <p>A102B-R FLOOR PLAN - LEVEL 2 - AREA B - ROBINSON</p> <p>A102C-R FLOOR PLAN - LEVEL 2 - AREA C - ROBINSON</p> <p>A421-R ENLARGED PLANS &amp; INTERIOR ELEVATIONS - ROBINSON</p> <p>A621-R INTERIOR ELEVATIONS</p> <p>A701-R R- SIGNAGE FLOOR PLAN - AREA A - LEVEL 1</p> <p>A711-R R-SIGNAGE SCHEDULE &amp; ELEVATION</p>	
<div style="display: flex; justify-content: space-between; width: 100%;"> <span>9</span> <span>10</span> <span>11</span> <span>12</span> <span>13</span> <span>14</span> <span>15</span> <span>16</span> </div>	

**EXHIBIT C**

**DOCUMENT 000110 – TABLE OF CONTENTS**

Project Name: Raytown Quality Schools 2023 Building Upgrades  
 Project No.: 22093  
 Site Addresses: Central Middle School, 10601 East 59th Street, Raytown, Missouri 64133  
 Eastwood Elementary School, 5290 Sycamore Avenue, Kansas City, Missouri 64129  
 Westridge Elementary School, 8500 East 77th Street, Kansas City, Missouri 64138  
 Norfleet Elementary School, 6140 South Norfleet Road, Raytown, Missouri 64133  
 Robinson Elementary School, 6707 Woodson Road, Raytown, Missouri 64133

Revisions	Date

		Latest Revision	Original Issue
<b>INTRODUCTORY INFORMATION</b>			
000101	Project Team Directory	12.09.2022	
000105	Certifications and Seals	12.09.2022	
000110	Table of Contents	12.09.2022	
<b>BIDDING REQUIREMENTS</b>			
001100	Invitation to Bid	12.09.2022	
002100	Instructions to Bidders	12.09.2022	
004200	Bid Proposal	12.09.2022	
004313	Bid Security Form	12.09.2022	
004513	Contractors Qualification Statement	12.09.2022	
<b>CONTRACTING REQUIREMENTS</b>			
005200	Agreement Form	12.09.2022	
006113	Performance and Payment Bond	12.09.2022	
006273	Application and Certificate for Payment	12.09.2022	
006275	Partial Lien Wavier	12.09.2022	
006276	Bailment Receipt	12.09.2022	
006277	Bill of Sale	12.09.2022	
007200	General Conditions	12.09.2022	
008100	Prevailing Wage Determination	12.09.2022	
008400	Attachments	12.09.2022	
<b>DIVISION 1 – GENERAL REQUIREMENTS</b>			
011000	Summary	12.09.2022	
012100	Allowances	12.09.2022	
012200	Unit Prices	12.09.2022	
012300	Alternates	12.09.2022	
012500	Substitution Procedures	12.09.2022	
012600	Contract Modification Procedures	12.09.2022	
012900	Payment Procedures	12.09.2022	
013100	Project Management and Coordination	12.09.2022	
013200	Construction Progress Documentation	12.09.2022	
013233	Photographic Documentation	12.09.2022	
013300	Submittal Procedures	12.09.2022	
014000	Quality Requirements	12.09.2022	
014200	References	12.09.2022	
014529	Testing and Inspections	12.09.2022	
015000	Temporary Facilities and Controls	12.09.2022	
016000	Product Requirements	12.09.2022	



## EXHIBIT C

		Latest Revision	Original Issue
017300	Execution		12.09.2022
017419	Construction Waste Management & Disposal		12.09.2022
017700	Closeout Procedures		12.09.2022
017823	Operation and Maintenance Data		12.09.2022
017839	Project Record Documents		12.09.2022
017900	Demonstration and Training		12.09.2022
DIVISION 2 – EXISTING CONDITIONS			
024119	Selective Demolition		12.09.2022
DIVISION 5 - METALS			
055000	Metal Fabrications		12.09.2022
DIVISION 6 – WOOD AND PLASTICS			
061000	Rough Carpentry		12.09.2022
061600	Sheathing		12.09.2022
DIVISION 7 - THERMAL AND MOISTURE PROTECTION			
071326	Self-Adhering Sheet Waterproofing		12.09.2022
072100	Thermal Insulation		12.09.2022
072500	Weather Barriers		12.09.2022
072726	Fluid-Applied Membrane Air Barrier		12.09.2022
075216	Modified Bituminous Membrane Roofing		12.09.2022
076200	Sheet Metal Flashing and Trim		12.09.2022
078413	Penetration Firestopping		12.09.2022
078446	Fire Resistant Joint Systems		12.09.2022
079200	Joint Sealants		12.09.2022
DIVISION 8 - DOORS AND WINDOWS			
081113	Hollow Metal Doors and Frames		12.09.2022
081416	Flush Wood Doors		12.09.2022
083113	Access Doors and Frames		12.09.2022
087100	Door Hardware		12.09.2022
088000	Glazing		12.09.2022
DIVISION 9 - FINISHES			
092116	Non-Structural Metal Framing		12.09.2022
092900	Gypsum Board		12.09.2022
095113	Acoustical Panel Ceilings		12.09.2022
096513	Resilient Base and Accessories		12.09.2022
096519	Resilient Tile Flooring		12.09.2022
096723	Resinous Flooring		12.09.2022
096813	Tile Carpeting		12.09.2022
099123	Interior Painting		12.09.2022
099600	High-Performance Coatings		12.09.2022
DIVISION 10 – SPECIALTIES			
101400	Signage		12.09.2022

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Latest Revision Original Issue

### DIVISION 12 - FURNISHINGS

122413	Roller Window Shades	12.09.2022
123623	Plastic-Laminate-Clad Countertops	12.09.2022

### DIVISION 26 - ELECTRICAL

260500	Common Work Results for Electrical	12.09.2022
260519	Low-Voltage Electrical Power Conductors and Cables	12.09.2022
260526	Grounding and Bonding for Electrical Systems	12.09.2022
260529	Hangers and Supports for Electrical Systems	12.09.2022
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	12.09.2022
260553	Identification for Electrical Systems	12.09.2022
260923	Lighting Control Devices	12.09.2022
260943	DLM Lighting Controls	12.09.2022
262726	Wiring Devices	12.09.2022
265119	LED Interior Lighting	12.09.2022
265213	Emergency and Exit Lighting	12.09.2022

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