

# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

AGREEMENT made as of the nineteenth day of April in the year two thousand twenty four  
(In words, indicate day, month and year.)

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

Platte County R-3 School District  
998 Platte Falls Road  
Platte City, MO 64079

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

Barkley Asphalt Co., Inc.  
15600 Industrial Drive  
Independence MO

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

Pathfinder Elementary Parking Improvements

Pathfinder Elementary School  
1951 NW 87<sup>th</sup> Terrace  
Kansas City, MO 64154

Pathfinder Elementary School  
1951 NW 87<sup>th</sup> Terrace  
Kansas City, MO 64154

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

DLR Group inc., a Missouri corporation  
7290 West 133<sup>rd</sup> Street  
Overland Park, KS 66213

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**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:  
*(Check one of the following boxes.)*

The date of this Agreement.

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

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

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

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Paragraph Deleted)

The Work under this Agreement shall be substantially complete and ready for occupancy on or before August 1, 2024. The Work shall be finally complete on or before August 8, 2024.

(Paragraph Deleted)

**§ 3.3.2 (Paragraph deleted)**

(Table Deleted)

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

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be four hundred thirty four thousand three hundred dollars (\$434,300.00), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

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

Item	Price
Alternate 1: Landscape Screening Plantings	Add seven thousand five hundred dollars (\$7,500.00)
Alternate 2: Mill and Overlay Existing Asphalt	Add fifty six thousand nine hundred dollars (\$56,900.00)

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

Item	Price	Conditions for Acceptance
Not applicable		

**§ 4.3** Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
Not applicable	

**§ 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 No. 1: Removal of unsatisfactory soil and replacement with satisfactory soil	Per cubic yard	One hundred thirty five dollars (\$135.00)
Unit Price No. 2: Asphalt mill and overlay (Alternate No. 2)	Per square yard	Twelve dollars (\$12.00)
Unit Price No. 3: Removal of existing asphalt and replacement with 6-inch asphalt	Per square yard	Sixty five dollars (\$65.00)

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Unit Price No. 4: Removal of existing asphalt Per square yard Seventy five dollars  
and replacement with 7-inch asphalt (\$75.00)

**§ 4.5** Liquidated damages, if any:

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

**§ 4.5.1** The parties acknowledge that Contractor's failure to achieve Substantial Completion of the Work within the Contract Time by the Contract Documents will cause Owner to incur substantial economic damages of types and in amounts that are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by Owner as against Contractor in the event of delayed completion and without Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Therefore, Contractor shall be liable to Owner for payment of liquidated damages in the amount of five hundred and 00/100 dollars (\$500.00) per calendar day that Substantial Completion is delayed beyond the specified time. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Agreement for default as provided elsewhere herein.

**§ 4.6** Other:

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

Not applicable.

**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.

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the twentieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifty-five (55) days after the Architect receives the Application for Payment.

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

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

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Each Application for Payment will include certified copies of Contractor's payrolls (LS-57 form) and a Work Completion Report. Contractor will also submit complete copies of its records for that period of time reflecting payment of material suppliers, subcontractors and employees so that the Owner can verify compliance with Prevailing Wage laws.

**§ 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:

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

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

§ 5.1.6.2 The amount of each progress payment determined in accordance with Section 5.1.6.1 shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

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

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

Five percent (5%).

§ 5.1.7.1.1 The following items are not subject to retainage:

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

All items are subject to retainage.

§ 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.)*

Retainage may be reduced upon Substantial Completion upon written request by the Contractor to the Architect. The decision to reduce retainage will be made solely at the Owner's discretion with the Architect's input, if requested.

§ 5.1.7.3 (Paragraph deleted)

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

§ 5.1.8 (Paragraph deleted).

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

### § 5.2 Final Payment

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

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

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

(Paragraph Deleted)

(Paragraph deleted).

(Paragraph Deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017.

(Paragraph Deleted)

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction shall be the only binding dispute resolution. However, the parties shall be free to pursue alternative dispute resolution methods if mutually agreed upon.

Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 (Paragraph deleted)

(Paragraph 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.

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

Dr. Jay Harris, Superintendent  
Platte County R-3 School District  
998 Platte Falls Road  
Platte City, MO 64079

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

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

**§ 8.5 Insurance and Bonds**

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

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

§ 8.6 (Paragraph deleted)

§ 8.7 Other provisions:

§ 8.7.1 All references to arbitration in this Agreement, the General Conditions or other Contract Documents are hereby deleted.

§ 8.7.2 Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the Work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

§ 8.7.3 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, its Board of Education, Officers, Directors, Partners, Agents, Consultants, Employees and Sub-Contractors of each and any of

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them from and against all claims, costs, damages, losses and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, damage or expense is attributable to any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for a part of the services), or of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with the Work.

§8.7.4 Contractor shall not utilize an employee, including a subcontractor or his employee, on Owner's property who is a registered sex offender or who has an unsatisfactory criminal record as determined by Owner in its sole discretion. Contractor shall have on file with Owner two types of background checks for all employees or subcontract employees who will be working on/in any Owner campus and/or buildings. The two checks are:

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

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

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

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

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

**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 (Paragraph deleted)

*(Paragraph Deleted)*

- .5 Drawings

Number	Title	Date
See Exhibit B, List of Drawings		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit C, Table of Contents			

- .7 Addenda, if any:

Number	Date	Pages

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.

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(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

(Table Deleted)

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

- Owner’s Request for Bids, including all specifications and Bidding Documents;
- Prevailing Wage Order 030;
- Contractor’s Performance Bond;
- Contractor’s Payment Bond;
- Contractor’s Proposal/Bid (Exhibit D);
- Instructions to Bidders;
- Any written Change Orders issued after execution of this Agreement.

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

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

Shawn Chiddix, President, Board of Education,  
Platte County R-3 School District  
\_\_\_\_\_  
(Printed name and title)



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

Gary Barkley, Barkley Asphalt Co., Inc.  
\_\_\_\_\_  
(Printed name and title)

*Vice President,*

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# 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 nineteenth day of April in the year two thousand twenty four  
*(In words, indicate day, month and year.)*

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

Pathfinder Elementary Parking Improvements

Pathfinder Elementary School  
1951 NW 87<sup>th</sup> Terrace  
Kansas City, MO 64154

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

Platte County R-3 School District  
998 Platte Falls Road  
Platte City, MO 64079

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

Barkley Asphalt Co., Inc.  
15600 Industrial Drive  
Independence MO

### TABLE OF ARTICLES

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

#### ARTICLE A.1 GENERAL

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

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

##### § A.2.1 General

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

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

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**§ A.2.2 Liability Insurance**

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

**§ A.2.3 Required Property Insurance**

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

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

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

Causes of Loss	Sub-Limit
----------------	-----------

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

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

Coverage	Sub-Limit
----------	-----------

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

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

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

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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

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

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

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

Init.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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

**§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

**§ A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

[Redacted coverage and limits information]

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

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

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

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

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

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

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

**§ 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 (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

Init.

§ 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 (\$ ) per claim and (\$ ) in the aggregate.

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

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

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

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

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

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

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

- § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*
  
- § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
  
- § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
  
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
  
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

Init. 

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

Coverage	Limits

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

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

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:



EXHIBIT B

LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Pathfinder Parking Improvements, dated March 13, 2024, as modified by subsequent Addenda and Contract modifications.

B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

1. General:

Sheet G0.1 Cover Sheet

2. Civil:

Sheet C1.0 Civil Information Sheet  
Sheet C1.1 Overall Existing Conditions Plan  
Sheet C1.2 Detailed Existing Conditions Plan  
Sheet C1.3 Demolition Plan  
Sheet C1.4 Utility Plan  
Sheet C1.5 SWS Line 1 & 2 Plan & Profile  
Sheet C1.6 Paving Plan 1  
Sheet C1.7 Paving Plan 2- Alt #2  
Sheet C1.8 Grading Plan  
Sheet C1.9 Paving Details  
Sheet C1.10 Utility Details

3. Land Disturbance Plans:

Sheet G-001 Cover Sheet  
Sheet C-001 General Notes  
Sheet CG101 Initial Erosion Control Plan  
Sheet CG102 Interim Erosion Control Plan  
Sheet CG103 Final Stabilization Plan

4. Landscape:

Sheet L1.0 Landscape Plan

5. Electrical:

Sheet E0.1 Electrical Symbols, Abbreviations & Notes  
Sheet ES1.1 Electrical Site Plan

END OF SECTION 000115

EXHIBIT B

LIST OF DRAWING SHEETS

## List of Specification Sections

### **DIVISION 00 — PROCUREMENT AND CONTRACTING REQUIREMENTS**

- 000105 - CERTIFICATIONS
- 000115 - LIST OF DRAWING SHEETS
- 001113 - ADVERTISEMENT TO BID
- 002113 - INSTRUCTIONS TO BIDDERS AIA DOCUMENT A701
- 004113 - BID FORM
- 004200 - A310 BID BOND
- 004300 - A305 QUALIFICATION STATEMENT
- 004300A - A305 EXHIBIT A GENERAL INFORMATION
- 004300B - A305 EXHIBIT B FINANCIAL AND PERFORMANCE INFO
- 004300C - A305 EXHIBIT C PROJECT SPECIFIC INFO
- 004300D - A305 EXHIBIT D PAST PROJECT EXPERIENCE
- 007100 - OWNER CONTRACTOR AGREEMENT
- 007100A - INSURANCE EXHIBIT
- 007200 - GENERAL CONDITIONS
- 007343 - MO ANNUAL WAGE ORDER 030 SECTION 083 PLATTE COUNTY
- 007343A - REQUEST FOR WAGE DETERMINATION PW-3
- 007343B - CONTRACTOR CHECK-OFF LIST PW-8
- 007343C - CONTRACTOR INFORMATION PW-2
- 007343D - AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGE LAW PW-4
- 007343E - CONTRACTORS PAYROLL RECORDS LS-57
- 007343F - INSTRUCTION SHEET FOR LS-57-3
- 007343G - CONTRACTORS WAGE SURVEY LS-04

### **DIVISION 01 — GENERAL REQUIREMENTS**

- 011000 - SUMMARY
- 012200 - UNIT PRICES
- 012300 - ALTERNATES
- 012500 - SUBSTITUTION PROCEDURES
- 012500A - SUBSTITUTION REQUEST FORM
- 012500B - CONTRACTORS STATEMENT OF CONFORMANCE
- 012600 - CONTRACT MODIFICATION PROCEDURES
- 012900 - PAYMENT PROCEDURES
- 013100 - PROJECT MANAGEMENT AND COORDINATION
- 013200 - CONSTRUCTION PROGRESS DOCUMENTATION
- 013300 - SUBMITTAL PROCEDURES
- 013333 - ELECTRONIC DRAWINGS
- 013333A - DIGITAL DATA LICENSING AGREEMENT
- 014000 - QUALITY REQUIREMENTS
- 014200 - REFERENCES
- 016000 - PRODUCT REQUIREMENTS
- 017300 - EXECUTION

EXHIBIT C

017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL  
017700 - CLOSEOUT PROCEDURES  
017823 - OPERATION AND MAINTENANCE DATA  
017839 - PROJECT RECORD DOCUMENTS

**DIVISION 02 — EXISTING CONDITIONS**

NOT USED

**DIVISION 03 — CONCRETE**

NOT USED

**DIVISION 04 — MASONRY**

NOT USED

**DIVISION 05 — METALS**

NOT USED

**DIVISION 06 — WOOD, PLASTICS, AND COMPOSITES**

NOT USED

**DIVISION 07 — THERMAL AND MOISTURE PROTECTION**

NOT USED

**DIVISION 08 — OPENINGS**

NOT USED

**DIVISION 09 — FINISHES**

NOT USED

**DIVISION 10 — SPECIALTIES**

NOT USED

**DIVISION 11 — EQUIPMENT**

NOT USED

**DIVISION 12 — FURNISHINGS**

NOT USED

**DIVISION 13 — SPECIAL CONSTRUCTION**

NOT USED

**DIVISION 14 — CONVEYING EQUIPMENT**

NOT USED

**DIVISION 20 — MECHANICAL SUPPORT**

NOT USED

**DIVISION 21 — FIRE SUPPRESSION**

NOT USED

**DIVISION 22 — PLUMBING**

NOT USED

**DIVISION 23 — HEATING VENTILATING AND AIR CONDITIONING**

NOT USED

**DIVISION 25 — INTEGRATED AUTOMATION**

NOT USED

EXHIBIT C

**DIVISION 26 — ELECTRICAL**

- 260500 - COMMON WORK RESULTS FOR ELECTRICAL
- 260503 - DEMOLITION OF ELECTRICAL SYSTEMS
- 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
- 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
- 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
- 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
- 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS
- 265100 - LIGHTING

**DIVISION 27 — COMMUNICATIONS**

NOT USED

**DIVISION 28 — ELECTRONIC SAFETY AND SECURITY**

NOT USED

**DIVISION 31 — EARTHWORK**

- 311000 - SITE CLEARING
- 312000 - EARTH MOVING

**DIVISION 32 — EXTERIOR IMPROVEMENTS**

- 321216 - ASPHALT PAVING
- 321313 - CONCRETE PAVING
- 321373 - CONCRETE PAVING JOINT SEALANTS
- 329200 - TURF AND GRASSES
- 329300 - PLANTS

**DIVISION 33 — UTILITIES**

- 334100 - STORM UTILITY DRAINAGE PIPING

END EXHIBIT C

EXHIBIT D

PATHFINDER ELEMENTARY PARKING IMPROVEMENTS  
PLATTE COUNTY R-III SCHOOL DISTRICT  
PLATTE CITY, MISSOURI

13-23122-00  
13 MARCH 2024  
BID SET

SECTION 004113 – BID FORM

COMBINED CONSTRUCTION

**Pathfinder Elementary Parking  
Platte County R-3 School District  
Platte City, Missouri**

DLR Group Project No. 13-23122-00  
Issue Date: March 13, 2024

Bid of Barkley Asphalt Co., Inc.

a corporation organized and existing under the laws of the State of Missouri;

a partnership consisting of \_\_\_\_\_  
\_\_\_\_\_, partners; or

a sole proprietor;  
hereinafter called the Bidder.

**To: Platte County R-3 School District  
998 Platte Falls Road  
Platte City, MO 64079**

The undersigned acknowledges that he has received and familiarized himself with the following:

Project Manual –Pathfinder Elementary Parking

Drawings: See Section 000115 “List of Drawing Sheets”

Addenda: No. 1 Dated 4/03/2024  
No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned further acknowledges that he has visited the site and familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to provide and complete, in a workmanlike manner, all of the Work required for

EXHIBIT D

PATHFINDER ELEMENTARY PARKING IMPROVEMENTS  
PLATTE COUNTY R-III SCHOOL DISTRICT  
PLATTE CITY, MISSOURI

13-23122-00  
13 MARCH 2024  
BID SET

the Combined Contract, including any allowance amounts indicated in the Contract Documents, and General Construction, Mechanical Work, and Electrical Work, in accord with the Bidding Documents prepared by DLR Group, for the consideration hereinafter set forth.

2. To hold his Bid open for sixty (60) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect-Engineer within ten (10) days after notification of award, for submittal to the Owner for his approval and acceptance.
4. Warrants that Bidder has contacted the authorities having jurisdiction to confirm, in writing, all permitting and plan review fees required to obtain a building permit for this project and has included such amounts in the lump sum base bid.

**LUMP SUM BASE BID:** The undersigned hereby proposes and agrees to provide the foregoing for the Lump Sum of

Three hundred sixty nine thousand nine hundred dollars (\$ 369,900.00 ).  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**ALTERNATE(S):** The above Lump Sum Base Bid may be modified in accordance with the following Alternate(s) as may be accepted by the Owner:

**ALTERNATE NO. 1.** Landscape Screening Plantings. If this Alternate is accepted, **ADD** to the Lump Sum Base Bid the sum of

Seven thousand five hundred dollars (\$ 7,500.00 ).  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**ALTERNATE NO. 2.** Mill and Overlay Existing Asphalt. If this Alternate is accepted, **ADD** to the Lump Sum Base Bid the sum of

Fifty six thousand nine hundred dollars (\$ 56,900.00 ).  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**UNIT PRICES:** The Contract Sum may be modified in accordance with the following Unit Prices:

**UNIT PRICE NO. 1:** Removal of unsatisfactory soil and replacement with satisfactory soil material.

One hundred thirty five dollars (\$ 135.00 ) per cubic yard.  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**UNIT PRICE NO. 2:** Asphalt Mill and Overlay (Alternate No. 2).

Twelve dollars (\$ 12.00 ) per square yard.  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

EXHIBIT D

PATHFINDER ELEMENTARY PARKING IMPROVEMENTS  
PLATTE COUNTY R-III SCHOOL DISTRICT  
PLATTE CITY, MISSOURI

13-23122-00  
13 MARCH 2024  
BID SET

**UNIT PRICE NO. 3:** Removal of existing asphalt and replacement with 6-inch asphalt.

Sixty Five dollars (\$ 65.00 ) per square yard.  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**UNIT PRICE NO. 4:** Removal of existing asphalt and replacement with 7-inch asphalt.

Seventy Five dollars (\$ 75.00 ) per square yard.  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**CHANGES IN THE WORK:** Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to the Work included in the Bid, Namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his own forces	<u>10</u> %	<u>10%</u>
B. To Contractor for work performed by other than his own forces	<u>5</u> %	<u>5%</u>
C. To Subcontractor for work performed by his own forces	<u>10</u> %	<u>10%</u>
D. To Subcontractor for work performed by other than his own forces	<u>5</u> %	<u>5%</u>

Percentages for overhead and profit will not be allowed on bond premiums.

Failure to complete the information requested on the Bid Form may result in rejection of Contractor's Bid.

**DECLARATION:**

The undersigned has attached the required Bid Security and other items required in the Instructions to Bidders.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding has been reserved by the Owner.

Dated this Eighth day of April, 2024.

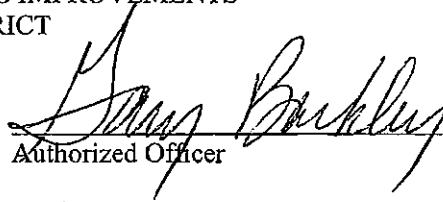
Barkley Asphalt Co., Inc.  
Name of Bidder

15600 Industrial Dr. Independence, MO.  
Address of Bidder

EXHIBIT D

PATHFINDER ELEMENTARY PARKING IMPROVEMENTS  
PLATTE COUNTY R-III SCHOOL DISTRICT  
PLATTE CITY, MISSOURI

13-23122-00  
13 MARCH 2024  
BID SET



Authorized Officer

816-741-7223

Area Code/Telephone Number

END OF SECTION 004113