



## Guideline for Iowa Supplemental General Conditions to AIA A201-2007

*The Iowa Construction Industry Forum (ICIF) is a unique partnership among the Iowa Chapter of the American Institute of Architects, the American Council of Engineering Companies of Iowa (ACEC/Iowa) and the Master Builders of Iowa (MBI).*

*ICIF and the Boards of Directors of the three organizations have agreed to the following modifications to the **General Conditions of the Contract for Construction, AIA Document A201-2007**. The changes generally address concerns with how the A201 relates to the Code of Iowa and common construction practices in Iowa.*

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### **§3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**

§3.7.5: Modify §3.7.5 by adding the underlined words, so that the section now reads as follows:

**§3.7.5** If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains, burial markers, archeological sites or previously undelineated wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence or good faith belief of such existence of such remains or features may be made as provided in Article 15.

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### **§3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

§3.10.2: Delete the last sentence of § 3.10.2 so that the section now reads as follows:

**§3.10.2** The Contractor shall prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. ~~**If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.**~~

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## §9.5 DECISIONS TO WITHHOLD CERTIFICATION

§9.5.3: Delete in its entirety.

~~§9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.~~

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## §9.6 PROGRESS PAYMENTS

§9.6.4: Delete the first two sentences of §9.6.4 so that it now reads as follows:

~~§9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid.~~ Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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## §13.1 GOVERNING LAW

§13.1: Delete the words following “where the Project is located” in §13.1 so that it now reads as follows:

**§13.1** The Contract shall be governed by the law of the place where the Project is located ~~except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

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## §13.7 TIME LIMITS ON CLAIMS

§13.7: Strike §13.7 in its entirety and substitute the following:

~~§13.7 The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with 13.7.~~

## **§13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

**§13.7.1** As between the Owner and Contractor:

- .1** Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2** Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3** After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

This document has important legal construction law issues.  
Users are responsible for obtaining advice from their own legal counsel.