

RESOLUTION NO. 2988

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH EMERICK CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE PUBLIC WORKS OPERATIONS COMPLEX PROJECT (CAPITAL IMPROVEMENT PROJECT #8113).

WHEREAS, the City has planned, designed and budgeted for completion of Capital Improvement Project #8113, known as Public Works Complex Project (the Project); and

WHEREAS, the City solicited qualifications and sealed bids from qualified contractors for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, three bids were received and opened on July 7, 2022, and Emerick Construction Company submitted a bid of \$19,700,000.00 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Emerick Construction Company submitted the lowest responsive and responsible bid.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Emerick Construction Company for a stated value of \$19,700,000.00 in substantially the form as attached hereto as Exhibit A and B.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of August, 2022, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Julie Fitzgerald
8A974AF3ADE042E...

JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

| | |
|----------------------------|-----|
| Mayor Fitzgerald | Yes |
| Council President Akervall | Yes |
| Councilor Lehan | Yes |
| Councilor West | Yes |
| Councilor Linville | Yes |

EXHIBITS:

- A. AIA Document A101- 2017, Standard Form of Agreement Between Owner and Contractor
- B. AIA Document A201- 2017, General Conditions of the Contract for Construction

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 1st day of August in the year 2022
(In words, indicate day, month and year.)

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

City of Wilsonville Public Works Department
30000 SW Town Center Loop East
Wilsonville, OR 97070

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

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

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

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Rd
Wilsonville, OR 97070

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

Scott|Edwards Architecture, L.L.P.
2525 E Burnside Street
Portland, OR 97214
T: 503-226-3617

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.

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work shall also include maintaining in good order and marked currently two (2) sets of Record Documents (or "as-builts") to precisely record locations of systems not limited to structural members, plumbing, electrical, communications, HVAC, and other utilities whose location will be difficult to determine after completion, as well as field changes and selections either not shown on the Drawings and Specifications or constructed at locations different than specified in the Drawings and Specifications. Contractor shall demonstrate compliance with this requirement upon every application for payment. Contractor shall deliver both sets prior to and as a condition of Final Completion.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall
(Paragraph Deleted)

be fourteen calendar days from Contract Execution.

(Paragraphs Deleted)

§ 3.2 The Contract Time shall be measured from the date of NTP.

§ 3.3 Substantial Completion and Final 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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(Paragraphs Deleted)

[X] By the following date:
Monday December 11, 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 achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------------------------|-----------------------------|
| To Be Determined Upon Negotiation | |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3.1, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

§ 3.3.4 Contractor shall be responsible for posting and recording Notices of Substantial Completion for the Work in accordance with ORS 87.045 within 3 days of the Architect certifying Substantial Completion.

§ 3.3.5 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work not later than 45 calendar days after substantial completion:

[X] By the following date: Thursday, January 25, 2024

§ 3.3.6 If the Contractor fails to achieve Final Completion as provided in this Section 3.3.5, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Nineteen million seven hundred thousand dollars and zero cents (\$ 19,700,000.00), subject to additions and deductions as provided in the Contract Documents. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. Owner has the right to terminate the Contract early pursuant to Article 14 of AIA Document A201–2017.

§ 4.2
§ 4.2.1

(Table Deleted)

§ 4.2.2

(Paragraph Deleted)

(Table Deleted)

§ 4.3

(Paragraph Deleted)

| Item | Price |
|------|-------|
|------|-------|

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§ 4.4**§ 4.5 Liquidated Damages**

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss and public detriment if the Work is not substantially completed or fully completed within the time specified in the Contract Documents, plus any extensions thereof granted, in writing, in accordance with the Contract Documents. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion:

§ 4.5.1 Liquidated Damages for Failure to Meet Substantial Completion Date: \$500 per day.
(Table Deleted)

§ 4.5.2 Liquidated

Damages for Failure to Meet Final Completion Date: \$1,000 per day.

(Paragraphs Deleted)

ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 28th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th 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 fifteen (15) days after the Architect receives the Application for Payment.

(Paragraph Deleted)

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

§ 5.1.4.1 As a condition of each progress and the final payment, Contractor shall provide to Owner in a form acceptable to Owner partial and final releases and waivers of claims from Contractor, each subcontractor, and every material or equipment supplier on whose labor or materials any part of the pay request is based. The releases will apply to all work performed through the payment date and may be conditional upon payment of the amount of the pay request.

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

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

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

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

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

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: five (5) percent.

(Paragraph Deleted)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Paragraph Deleted)

To be determined subject to negotiation

§ 5.1.7.2

(Paragraph Deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include a request for return of retainage in excess of 50% of the full retainage amount.

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

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§ 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; and
- .3 the conditions for Final Payment specified in the General Conditions Article 9.10.2 have been satisfied including but not limited to an affidavit from Contractor that all indebtedness related to the Work has been paid, evidence that insurance will remain in effect, consent of any surety, and final and complete releases and waivers of claim from Contractor, all subcontractors, and all material and equipment suppliers.

§

5.2.2 Provided that the conditions set forth in 5.2.1 are met, the Owner’s Final Payment to the Contractor shall be made Forty (40) days after Final Completion.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

(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:

(Paragraphs Deleted)

[X] Litigation in Clackamas County Circuit Court, Clackamas County, Oregon. The parties agree that jurisdiction and venue for any dispute will be in Clackamas County Circuit Court. The Contract Documents shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws.

(Paragraph Deleted)

§ 6.3 Equitable Relief

Notwithstanding the foregoing, the Owner may undertake an action pursuant to ORS 30.315, and other equitable relief, including but not limited to restraining order, or injunctive relief without seeking mediation or other binding dispute resolution. Jurisdiction and venue for any equitable relief will be in Clackamas County Circuit Court.

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)

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§ 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)

Cumming Management Group, Inc (dba PlanB Consultancy)
696 McVey Avenue, Suite 202, Lake Oswego, OR 97034

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

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

§ 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 Contractor shall purchase and maintain insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract of Construction, Article 11, 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 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.

§ 8.7 Other provisions:

§ 8.7.1 **Integration.** The Contract Documents contain the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the Owner, within the Owner’s sole discretion, will apply.

§ 8.7.2 **Legal Effect and Assignment.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

§ 8.7.3 **No Assignment.** Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the Owner.

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§ 8.7.4 Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

§ 8.7.5 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

§ 8.7.6

§ 8.7.7 Nonwaiver. *Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.*

§ 8.7.8 Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

§ 8.7.9 Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

§ 8.7.10 Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

§ 8.7.11 Delivery of Notices. Any Notice(s) required or permitted under the Contract Documents shall be deemed received when delivered in person, delivered by electronic mail, or seventy-two (72) hours after deposit with the United States Postal Service.

§ 8.7.12 Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

§ 8.7.13 Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

§ 8.7.14 Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the Owner "sole discretion" or the Owner is allowed to make a decision in its "sole judgment."

§ 8.7.15 Force Majeure. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work. In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and

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proportionately by the Owner, in writing. Poor weather conditions, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

§ 8.7.16 Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

§ 8.7.17 Interpretation. As a further condition of this Contract, the Owner and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

§ 8.7.18 Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Contract Documents.

§8.7.19 Pursuant to ORS 279C.525, the following is a list (possibly non-inclusive) of federal, state, and local agencies of which the Owner knows have enacted ordinances, rules, or regulations relating to the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

1. Federal Agencies: Army Corps of Engineers; Federal Highway Administration; National Marine Fisheries Service; Department of Labor; Environmental Protection Agency; Federal Energy Regulatory Commission; Geological Survey; Occupation Safety & Health Administration; U.S. Fish and Wildlife Service; and Department of Transportation; Department of Interior; Federal Highway Administration.

(b) State Agencies: Oregon Health Authority; Division of State Lands; Land Conservation and Development Commission; Department of Environmental Quality; Department of Fish and Wildlife; Water Resources Department; Oregon Bureau of Labor and Industries; Department of Geology and Mineral Industries; Department of Administrative Services; Department of Energy; Oregon Occupational Safety and Health Division; Water Resources Council, and Business Oregon.

© Local Agencies: City of Wilsonville; Clackamas County; Tualatin Valley Fire and Rescue (TVFR).

§ 8.7.20 Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

§ 8.7.21 Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

§ 8.7.22 Authority. Each party signing on behalf of Contractor and the Owner hereby warrants actual authority to bind their respective party.

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 Architect's standard Electronic Document Release, attached hereto as Exhibit YY.
(Insert the date of the EDR incorporated into this Agreement.)

- .5 Drawings

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| Number | Title | Date |
|---------------------------------|-----------------------|------------|
| WPW Permit Set – Arch_v2 | 220715 WPC Permit Set | 07/15/2022 |
| WPW Permit Set – Civil Lands_v2 | Rev1 | |
| WPW Permit Set – Electrical_v2 | | |
| WPW Permit Set – Mechanical_v2 | | |
| WPW Permit Set – Plumbing_v2 | | |
| WPW Permit Set – Structural_v2 | | |
| WPW Permit Set – Technology_v2 | | |

.6 Specifications

| Section | Title | Date | Pages |
|---|-----------------------------|------------|----------------------------|
| Division 00 through & including Division 33 | 20211026-WPW-Project Manual | 04/08/2021 | 1 through & including 1136 |

.7 Addenda, if any:

| Number | Date | Pages |
|--|------------|---------------------------|
| 2022-06-30 WPW IEI Bid Clarification Rev Summary | 07/15/2022 | 1 through & including 2 |
| 2022-07-14 WPW Response Cover Letter | 07/15/2022 | 1 through & including 7 |
| Addendum No. 1 Public Works Complex RFQ | 05/13/2022 | 1 through & including 2 |
| Addendum No. 2 Public Works Complex RFQ | 05/19/2022 | 1 through & including 2 |
| Addendum No 3 Public Works Complex | 06/17/2022 | 1 through & including 367 |
| Addendum No. 4 Public Works Complex | 06/24/2022 | 1 through & including 52 |
| Addendum No. 5 Public Works Complex | 06/30/2022 | 1 through & including 161 |

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

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

.9 Other documents, if any, listed below:

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User Notes:

(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 – Allowances
- Exhibit C – 2022-2023 Billable Hourly Rates
- Exhibit D – 2022-2023 Equipment Rental Rate Sheet

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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Additions and Deletions Report for AIA[®] Document A101[®] – 2017

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PAGE 1

AGREEMENT made as of the 1st day of August in the year 2022

...

City of Wilsonville Public Works Department
30000 SW Town Center Loop East
Wilsonville, OR 97070

...

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

...

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Rd
Wilsonville, OR 97070

...

Scott|Edwards Architecture, L.L.P.
2525 E Burnside Street
Portland, OR 97214
T: 503-226-3617

PAGE 2

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User Notes:

(3B9ADA41)

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. The Work shall also include maintaining in good order and marked currently two (2) sets of Record Documents (or "as-builts") to precisely record locations of systems not limited to structural members, plumbing, electrical, communications, HVAC, and other utilities whose location will be difficult to determine after completion, as well as field changes and selections either not shown on the Drawings and Specifications or constructed at locations different than specified in the Drawings and Specifications. Contractor shall demonstrate compliance with this requirement upon every application for payment. Contractor shall deliver both sets prior to and as a condition of Final Completion.

...

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

...

(Check one of the following boxes.)

...

be fourteen calendar days from Contract Execution.

...

~~[] 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.~~NTP.

...

§ 3.3 Substantial Completion and Final Completion

PAGE 3

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

...

Not later than () calendar days from the date of commencement of the Work.

...

By the following date:

...

Monday December 11, 2023

...

To Be Determined Upon Negotiation

...

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section ~~3.3~~, 3.3.1, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

...

§ 3.3.4 Contractor shall be responsible for posting and recording Notices of Substantial

...

Completion for the Work in accordance with ORS 87.045 within 3 days of the

...

Architect certifying Substantial Completion.

...

§ 3.3.5 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work not later than 45 calendar days after substantial completion:

...

By the following date: Thursday, January 25, 2024

...

§ 3.3.6 If the Contractor fails to achieve Final Completion as provided in this Section 3.3.5, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

...

§ 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 Nineteen million seven hundred thousand dollars and zero cents (\$

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User Notes:

(3B9ADA41)

19,700,000.00), subject to additions and deductions as provided in the Contract Documents. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. Owner has the right to terminate the Contract early pursuant to Article 14 of AIA Document A201-2017.

...

§ 4.2 Alternates

...

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

...

| Item | Price |
|------|-------|
|------|-------|

...

§ 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 |
|------|-------|---------------------------|
|------|-------|---------------------------|

...

§ 4.3 Allowances, if any, included in the Contract Sum:

...

(Identify each allowance.)

PAGE 4

§ 4.4 Unit prices, if any:

...

§ 4.5 Liquidated Damages

...

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.) Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss and public detriment if the Work is not substantially completed or fully completed within the time specified in the Contract Documents, plus any extensions thereof granted, in writing, in accordance with the Contract Documents. Both parties also recognize the delays, expenses, and difficulties involved in proving in a

legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion:

...

§ 4.5.1 Liquidated Damages for Failure to Meet Substantial Completion Date: \$500 per day.

...

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

...

~~§ 4.5 Liquidated damages, if any:~~ **4.5.2 Liquidated**

...

~~(Insert terms and conditions for liquidated damages, if any.)~~ **Damages for Failure to Meet Final Completion Date: \$1,000 per day.**

...

~~§ 4.6 Other:~~

...

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

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 28th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th 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 fifteen (15) days after the Architect receives the Application for Payment.

...

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

...

§ 5.1.4.1 As a condition of each progress and the final payment, Contractor shall provide to Owner in a form acceptable to Owner partial and final releases and waivers of claims from Contractor, each subcontractor, and every material or equipment supplier on whose labor or materials any part of the pay request is based. The releases will apply to all work performed through the payment date and may be conditional upon payment of the amount of the pay request.

PAGE 5

§ 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: five (5) percent.

...

(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.)

...

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

...

To be determined subject to negotiation

...

§ 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.)

...

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

...

(Insert any other conditions for release of retainage upon Substantial Completion.) a request for return of retainage in excess of 50% of the full retainage amount.

PAGE 6

§ 5.2.1 ~~Final payment, 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;~~ Final Payment; and

...

- .2 a final Certificate for Payment has been issued by the ~~Architect;~~ Architect; and

...

§ 5.2.2 ~~The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~ 3 ~~the conditions for Final Payment specified in the General Conditions Article 9.10.2 have been satisfied~~ including but not limited to an affidavit from Contractor

that all indebtedness related to the Work has been paid, evidence that insurance will remain in effect, consent of any surety, and final and complete releases and waivers of claim from Contractor, all subcontractors, and all material and equipment suppliers.

...

§ 5.3 Interest

...

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ **5.2.2 Provided** that the conditions set forth in 5.2.1 are met, the Owner's Final Payment to the

...

~~(Insert rate of interest agreed upon, if any.)~~ Contractor shall be made Forty (40) days after Final Completion.

...

~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

...

~~(Check the appropriate box.)~~

...

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

...

~~[] Litigation in a court of competent jurisdiction~~ **X [] Litigation in Clackamas County Circuit Court, Clackamas County, Oregon. The parties agree that jurisdiction and venue for any dispute will be in Clackamas County Circuit Court. The Contract Documents shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws.**

...

~~[] Other (Specify)~~

...

§ 6.3 Equitable Relief

...

~~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.~~ **Notwithstanding the foregoing, the Owner may undertake an action pursuant to ORS 30.315, and other equitable relief, including but not limited to restraining order, or injunctive relief without seeking mediation or other binding dispute resolution. Jurisdiction and venue for any equitable relief will be in Clackamas County Circuit Court.**

...

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

...

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

PAGE 7

Cumming Management Group, Inc (dba PlanB Consultancy)
696 McVey Avenue, Suite 202, Lake Oswego, OR 97034

...

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

...

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

...

~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, A201™-2017, General Conditions of the Contract of Construction, Article 11, 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,~~ completed.

...

§ 8.7 Other provisions:

...

§ 8.7.1 Integration. The Contract Documents contain the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the Owner, within the Owner’s sole discretion, will apply.

...

§ 8.7.2 Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

...

§ 8.7.3 No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the Owner.

PAGE 8

§ 8.7.4 Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

...

~~as otherwise set forth below:~~ **§ 8.7.5 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

...

§ 8.7.6

...

~~*(If other than § 8.7.7 Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party’s rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.*~~

...

§ 8.7.8 Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

...

§ 8.7.9 Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

...

§ 8.7.10 Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

...

~~in accordance with AIA Document E203 – 2013, insert requirements~~ § 8.7.11 Delivery of Notices. Any Notice(s) required or permitted under the Contract Documents shall be deemed received when delivered in person, delivered by electronic mail, or seventy-two (72) hours after deposit with the United States Postal Service.

...

§ 8.7.12 Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

...

§ 8.7.13 Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

...

§ 8.7.14 Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the Owner “sole discretion” or the Owner is allowed to make a decision in its “sole judgment.”

PAGE 9

~~for delivering notice in electronic format~~ § 8.7.15 Force Majeure. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor’s direction and control that would preclude any reasonable Contractor from performing the Work. In the case of the happening of any Force Majeure event, the time for completion of the

Work will be extended accordingly and proportionately by the Owner, in writing. Poor weather conditions, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

...

~~such as name, title, and email address~~ **§ 8.7.16 Other Necessary Acts.** Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

...

~~of the recipient and whether and how~~ **§ 8.7.17 Interpretation.** As a further condition of this Contract, the Owner and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

...

~~the system will be required~~ **§ 8.7.18 Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning given to them in the Contract Documents.

...

~~to generate a read receipt for the transmission)~~ **§ 8.7.19 Pursuant to ORS 279C.525, the following is a list (possibly non-inclusive) of federal, state, and local agencies of which the Owner knows have enacted ordinances, rules, or regulations relating to the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:**

1. Federal Agencies: Army Corps of Engineers; Federal Highway Administration; National Marine Fisheries Service; Department of Labor; Environmental Protection Agency; Federal Energy Regulatory Commission; Geological Survey; Occupation Safety & Health Administration; U.S. Fish and Wildlife Service; and Department of Transportation; Department of Interior; Federal Highway Administration.

...

(b) State Agencies: Oregon Health Authority; Division of State Lands; Land Conservation and Development Commission; Department of Environmental Quality; Department of Fish and Wildlife; Water Resources Department; Oregon Bureau of Labor and Industries; Department of Geology and Mineral Industries; Department of Administrative Services; Department of Energy; Oregon Occupational Safety and Health Division; Water Resources Council, and Business Oregon.

...

© Local Agencies: City of Wilsonville; Clackamas County; Tualatin Valley Fire and Rescue (TVFR).

...

§ 8.7.20 Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

...

~~§ 8.7 Other provisions:~~ 8.7.21 Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

...

§ 8.7.22 Authority. Each party signing on behalf of Contractor and the Owner hereby warrants actual authority to bind their respective party.

...

~~.4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~ Architect's standard Electronic Document Release, attached hereto as Exhibit YY.

...

(Insert the date of the ~~E203-2013-EDR~~ incorporated into this Agreement.)

PAGE 10

| | | |
|--|--------------------------|-------------------|
| <u>WPW Permit Set – Arch v2</u> | <u>220715 WPC Permit</u> | <u>07/15/2022</u> |
| <u>WPW Permit Set – Civil Lands v2</u> | <u>Set Rev1</u> | |
| <u>WPW Permit Set – Electrical v2</u> | | |
| <u>WPW Permit Set – Mechanical v2</u> | | |
| <u>WPW Permit Set – Plumbing v2</u> | | |
| <u>WPW Permit Set – Structural v2</u> | | |
| <u>WPW Permit Set – Technology v2</u> | | |

...

| | | | |
|--|------------------------------------|-------------------|---------------------------------------|
| <u>Division 00 through & including Division 33</u> | <u>20211026-WPW-Project Manual</u> | <u>04/08/2021</u> | <u>1 through & including 1136</u> |
|--|------------------------------------|-------------------|---------------------------------------|

...

| | | |
|---|-------------------|--------------------------------------|
| <u>2022-06-30 WPW IEI Bid Clarification Rev Summary</u> | <u>07/15/2022</u> | <u>1 through & including 2</u> |
| <u>2022-07-14 WPW Response Cover Letter</u> | <u>07/15/2022</u> | <u>1 through & including 7</u> |
| <u>Addendum No. 1 Public Works Complex RFQ</u> | <u>05/13/2022</u> | <u>1 through & including 2</u> |
| <u>Addendum No. 2 Public Works Complex RFQ</u> | <u>05/19/2022</u> | <u>1 through & including 2</u> |
| <u>Addendum No 3 Public Works Complex</u> | <u>06/17/2022</u> | <u>1 through & including 367</u> |
| <u>Addendum No. 4 Public Works Complex</u> | <u>06/24/2022</u> | <u>1 through & including 52</u> |
| <u>Addendum No. 5 Public Works Complex</u> | <u>06/30/2022</u> | <u>1 through & including 161</u> |

PAGE 11

Exhibit B – Allowances

...

Exhibit C – 2022-2023 Billable Hourly Rates

...

Exhibit D – 2022-2023 Equipment Rental Rate Sheet

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 14:53:39 ET on 07/26/2022 under Order No. 2114347800 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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 1st day of August in the year 2022
(In words, indicate day, month and year.)

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

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Road, Wilsonville, OR 97070

THE OWNER:
(Name, legal status and address)

City of Wilsonville Public Works Department
30000 SW Town Center Loop East, Wilsonville, OR 97070

THE CONTRACTOR:
(Name, legal status and address)

Emerick Construction
7855 SW Mohawk Street, Tualatin, OR 97062

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.

§ A.2.2 Liability Insurance

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

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.

Init.

§ 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.

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 User Notes:

(1263556665)

(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.

§ 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,

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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 |
|-----------------|---------------|

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 Two Million Dollars (\$ 2,000,000.00) each occurrence, Five Million Dollars (\$ 5,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) 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

Init.

.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 Two Million Dollars (\$ 2,000,000.00) 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 One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) 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 Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) 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 Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) 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.

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§ 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.

§ 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 |
|----------|--------|
|----------|--------|

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§ 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 |
|------------------|-----------------|
| Payment Bond | \$19,700,000.00 |
| Performance Bond | \$19,700,000.00 |

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:

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Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:11:36 ET on 07/26/2022.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 1st day of August in the year 2022

...

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Road, Wilsonville, OR 97070

...

City of Wilsonville Public Works Department
30000 SW Town Center Loop East, Wilsonville, OR 97070

...

Emerick Construction
7855 SW Mohawk Street, Tualatin, OR 97062

PAGE 4

§ **A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) each occurrence, Five Million Dollars (\$ 5,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ **A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) 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.3.2.6** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

...

§ **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 Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) 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 Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

PAGE 7

| Type | Penal Sum (\$0.00) |
|------------------|------------------------|
| Payment Bond | <u>\$19,700,000.00</u> |
| Performance Bond | <u>\$19,700,000.00</u> |

EXHIBIT B

ALLOWANCES

1. Sheet G0.01 – ALLOWANCE LIST

ALLOWANCES LIST

ALL ITEMS BELOW ARE IN ADDITION TO SCOPE SHOWN IN THESE DOCUMENTS. ALL ITEMS ARE TO BE PROVIDED AND INSTALLED BY THE CONTRACTOR, UNLESS NOTED OTHERWISE. IF THE VALUE OF THE WORK EXCEEDS THE ALLOWANCE, PREPARE A CHANGE ORDER FOR THE DIFFERENCE IN VALUE FOR THE OWNER'S CONSIDERATION PRIOR TO PROCEEDING AT THE OWNER'S DISCRETION. ALLOWANCES NOT USED SHALL BE RETURNED TO THE OWNER IN FULL.

WORK DESCRIPTION:

MONETARY ALLOWANCES FOR WORK:

| | |
|--|--|
| <ol style="list-style-type: none"> 1. WASH BUILDING C EQUIPMENT NOT OTHERWISE SHOWN: PRESSURE WASHING HOSES, HOSE REELS, PORTABLE VACUUMS, MOBILE PLATFORM LADDER. 2. INTERNALLY-ILLUMINATED MONUMENT SIGN PER CITY OF WILSONVILLE STANDARDS. 3. WOOD SHOP EQUIPMENT AND ACCESSORIES INCLUDING BUT NOT LIMITED TO: TABLE SAW, ROUTER TABLE, SANDING STATION, MITER SAW STATION, DRILL PRESS, BAND SAW, PLUMBED AIR COMPRESSOR WITH (2) AIR HOSES ON HOSE REELS. SEE MECHANICAL FOR DUST COLLECTION SYSTEM AND HARD DUCTS WHICH IS OUTSIDE OF THIS ALLOWANCE. ALL EQUIPMENT PROCURED, INSTALLED AND HOOKED UP TO UTILITIES AND DUST CONTROL W/ 5' MAX FLEXIBLE CONNECTIONS BY THE CONTRACTOR. MAJN WOOD WORK EQUIPMENT TO BE INSTALED WITH MOBILE BASES, LAYOUT SHOWN IS CONCEPTUAL; OWNER SHALL PROVIDE INPUT ON FINAL LAYOUT. 4. WOOD SHOP WORK SURFACES - DESIGN-BUILD UTILIZING 2X4 AND 3/4" PLYWOOD FRAMED CONSTRUCTION, PROVIDE THE FOLLOWING: 4' X 6' OUTFEED TABLE W/ UNDER SHELF ON HD CASTERS, 20 LF OF WORK BENCH W/ UNDER SHELF, MITER SAW STATION WITH ENCLOSED DUST HOOD AT REAR, LUMBER STORAGE RACKING FOR PLYWOOD AND BOARDS, 80 LF FRENCH CLEAT WALL HANGING SYSTEM WITH 15LF UPPER STORAGE CABINETS AND 20LF HEAVY DUTY SHELVING (BRACKETS + PLYWOOD SHELF SURFACES). 5. SIGN SHOP EQUIPMENT INCLUDING BUT NOT LIMITED TO: 5' X 9' WORK TABLE W/ CASTERS, PRINTER. 6. PAINT SHOP EQUIPMENT: WORK TABLE W/ CASTERS; FLAMMABLE STORAGE CABINETS FOR PAINT CONTAINERS 7. BIRD-PROOFING AT BUILDINGS B, C, D, E AND F: NETTING, SHEET METAL AND ACCESSORIES AS NECESSARY TO PROHIBIT NESTING OF BIRDS WITHIN OVERHANGING STRUCTURES. 8. RADIO ANTENNA DESIGN AND RELATED EQUIPMENT | <ol style="list-style-type: none"> 1. \$5,000 2. \$15,000 3. No allowance - removed per 00 22 13, 1.2, B 4. \$5,000 5. \$5,000 6. \$5,000 7. \$10,000 8. No allowance - removed per 00 22 13, 1.2, B |
|--|--|

2. 10 14 00, 2.1, B – Wayfinding Signage: \$3,000.00

EXHIBIT C
Billable Hourly Rates

| Position | Hourly Rate |
|----------------------|--------------------|
| Project Executive | \$ 135.00 |
| Estimator | \$ 125.00 |
| Superintendent | \$ 105.00 |
| Project Manager | \$ 100.00 |
| Foreman | \$ 90.00 |
| Scheduler | \$ 90.00 |
| Project Engineer | \$ 75.00 |
| Journeyman Carpenter | \$ 75.00 |
| Carpenter Apprentice | \$ 65.00 |
| Laborer | \$ 60.00 |

EXHIBIT D
Equipment Rental Rate Sheet

| Category | Item Description | Model | Base Value | Daily Rate* | Weekly Rate* | Monthly Rate* |
|-----------------|--------------------------------|----------------|------------|-------------|--------------|---------------|
| 1/2" Drills | Drill, 1/2" | 6302H | 139.00 | 0.95 | 6.67 | 26.69 |
| 1/2" Drills | Drill, 1/2" | | 160.00 | 1.10 | 7.68 | 30.72 |
| 1/2" Drills | Drill, 1/2" | | 160.00 | 1.10 | 7.68 | 30.72 |
| 1/2" Drills | Drill, 1/2" | | 99.00 | 0.68 | 4.75 | 19.01 |
| 1/2" Drills | Drill, 1/2" | DW235G | 99.00 | 0.68 | 4.75 | 19.01 |
| 3/8" Drill | Drill, 3/8" | DW110 | 60.00 | 0.41 | 2.88 | 11.52 |
| 3/8" Drill | Drywall Screwgun | DW272 | 99.00 | 0.68 | 4.75 | 19.01 |
| 3/8" Drill | Drywall Screwgun | R6000 | 60.00 | 0.41 | 2.88 | 11.52 |
| 3/8" Drill | Drywall Screwgun | 2037 | 99.00 | 0.68 | 4.75 | 19.01 |
| 3/8" Drill | Right Angle Drill | DW160V | 150.00 | 1.03 | 7.20 | 28.80 |
| 3/8" Drill | Right Angle Drill | DA3000R | 260.00 | 1.78 | 12.48 | 49.92 |
| Abatement Fan | Negative Air Machine | | 1000.00 | 6.86 | 48.00 | 192.00 |
| Abatement Fan | Negative Air Machine | Aeroclean 1800 | 1000.00 | 6.86 | 48.00 | 192.00 |
| Air Compressor | Air Compressor | D55570 | 700.00 | 4.80 | 33.60 | 134.40 |
| Air Compressor | Air Compressor | 5715MK103-0184 | 799.00 | 5.48 | 38.35 | 153.41 |
| Air Compressor | Air Compressor | OF50150TS | 300.00 | 2.06 | 14.40 | 57.60 |
| Air Compressor | Air Compressor | D55155 | 350.00 | 2.40 | 16.80 | 67.20 |
| Air Compressor | Air Compressor | | 700.00 | 4.80 | 33.60 | 134.40 |
| Air Compressor | Air Compressor | D55153 | 250.00 | 1.71 | 12.00 | 48.00 |
| Air Compressor | Air Compressor | | 250.00 | 1.71 | 12.00 | 48.00 |
| Air Compressor | Gas Powered Air Compressor | 4090HK17 | 1099.00 | 7.54 | 52.75 | 211.01 |
| Air Hose | 100' Air Hose | | 90.00 | 0.62 | 4.32 | 17.28 |
| Air Hose | 50' Air Hose | | 40.00 | 0.27 | 1.92 | 7.68 |
| Air Tools | 1/2" Impact Wrench | DWMT70773L | 130.00 | 0.89 | 6.24 | 24.96 |
| Air Tools | 3/8" Air Ratchet | DWMT70776L | 65.00 | 0.45 | 3.12 | 12.48 |
| Airless Sprayer | Airless Sprayer | Super Nova SP | 800.00 | 5.49 | 38.40 | 153.60 |
| Angle Grinder | 4 1/2" Angle Grinder | 6142-31 | 99.00 | 0.68 | 4.75 | 19.01 |
| Angle Grinder | 4 1/2" Angle Grinder | DW402 | 85.00 | 0.58 | 4.08 | 16.32 |
| Angle Grinder | 4 1/2" Angle Grinder | D28402 | 85.00 | 0.58 | 4.08 | 16.32 |
| Angle Grinder | 4 1/2" Angle Grinder | DW802 | 115.00 | 0.79 | 5.52 | 22.08 |
| Angle Grinder | 4 1/2" Angle Grinder | | 85.00 | 0.58 | 4.08 | 16.32 |
| Angle Grinder | 4 1/2" Angle Grinder | 9527NB | 70.00 | 0.48 | 3.36 | 13.44 |
| Angle Grinder | 4 1/2" Angle Grinder | Ga4530 | 60.00 | 0.41 | 2.88 | 11.52 |
| Angle Grinder | 4 1/2" Angle Grinder | DW818 | 85.00 | 0.58 | 4.08 | 16.32 |
| Angle Grinder | 4 1/2" Angle Grinder, Cordless | XAG04 | 139.00 | 0.95 | 6.67 | 26.69 |
| Angle Grinder | 7 1/4" Angle Grinder | 4076 | 165.00 | 1.13 | 7.92 | 31.68 |
| Baker Scaffold | Baker Scaffold | | 340.00 | 2.33 | 16.32 | 65.28 |
| Belt Sander | Belt Sander | R2740 | 100.00 | 0.69 | 4.80 | 19.20 |
| Belt Sander | Belt Sander | DW433 | 170.00 | 1.17 | 8.16 | 32.64 |
| Blowers | Blowers | 358.794963 | 45.00 | 0.31 | 2.16 | 8.64 |
| Blowers | Blowers | PB250 | 190.00 | 1.30 | 9.12 | 36.48 |
| Blowers | Blowers | UT26HBV | 99.00 | 0.68 | 4.75 | 19.01 |
| Blowers | Blowers | 26B | 85.00 | 0.58 | 4.08 | 16.32 |
| Blowers | Backpack Blower | PB-580T | 329.00 | 2.26 | 15.79 | 63.17 |
| Blowers | Backpack Blower | BP42 | 219.00 | 1.50 | 10.51 | 42.05 |
| Blowers | Cordless Blower | DCBL790 | 219.00 | 1.50 | 10.51 | 42.05 |
| Burke Bar | Burke Bar | | 160.00 | 1.10 | 7.68 | 30.72 |
| Cargo Trailer | Cargo Trailer, 6x12 | | 2700.00 | 18.51 | 129.60 | 518.40 |
| Chain Mortiser | Chain Mortiser | 7104L | 1989.00 | 13.64 | 95.47 | 381.89 |
| Chain Saw | Chain Saw, Cordless | XCU04 | 409.00 | 2.80 | 19.63 | 78.53 |
| Chain Saw | Chain Saw, Electric | | 80.00 | 0.55 | 3.84 | 15.36 |
| Chain Saw | Chain Saw, Electric | UT43103A | 75.00 | 0.51 | 3.60 | 14.40 |
| Chain Saw | Chain Saw, Electric | SWJ1701E | 100.00 | 0.69 | 4.80 | 19.20 |
| Chain Saw | Chain Saw, Electric | UC4030A | 260.00 | 1.78 | 12.48 | 49.92 |
| Chain Saw | Chain Saw, Gas | MS 180 C | 249.95 | 1.71 | 12.00 | 47.99 |

| Category | Item Description | Model | Base Value | Daily Rate* | Weekly Rate* | Monthly Rate* |
|------------------------------|------------------------------------|----------------|------------|-------------|--------------|---------------|
| Chain Saw | Chain Saw, Gas | MS 661 R | 1399.95 | 9.60 | 67.20 | 268.79 |
| Circular Fan | 36" Circular Fan | 36" | 585.00 | 4.01 | 28.08 | 112.32 |
| Circular Saw | Beam Saw, 16 5/16" | 5402-A | 800.00 | 5.49 | 38.40 | 153.60 |
| Circular Saw | Circular Saw - Cordless, 6 1/2" | DCS391 | 149.00 | 1.02 | 7.15 | 28.61 |
| Circular Saw | Circular Saw - Cordless, 6 1/2" | XSS01Z | 120.00 | 0.82 | 5.76 | 23.04 |
| Circular Saw | Circular Saw, 7 1/4" | 378G | 125.00 | 0.86 | 6.00 | 24.00 |
| Circular Saw | Concrete Saw | SPT79 | 399.99 | 2.74 | 19.20 | 76.80 |
| Circular Saw | Walk-Behind Concrete Saw (Medusaw) | SPT79 | 699.99 | 4.80 | 33.60 | 134.40 |
| Circular Saw | Wormdrive Saw, 10 1/4" | BF-SHD77 | 400.00 | 2.74 | 19.20 | 76.80 |
| Circular Saw | Wormdrive Saw, 10 1/4" | SPT70WM-22 | 400.00 | 2.74 | 19.20 | 76.80 |
| Circular Saw | Wormdrive Saw, 7 1/4" | HD77 | 200.00 | 1.37 | 9.60 | 38.40 |
| Circular Saw | Wormdrive Saw, 7 1/4" | SPT77WML | 219.99 | 1.51 | 10.56 | 42.24 |
| Circular Saw | Circular Saw - Cordless, 7 1/4" | CSR01Z | 199.99 | 1.37 | 9.60 | 38.40 |
| Circular Saw | Wormdrive Saw, 7 1/4" | 3051 | 200.00 | 1.37 | 9.60 | 38.40 |
| Concrete Blankets | Concrete Blankets, Double | | 110.00 | 0.75 | 5.28 | 21.12 |
| Concrete Blankets | Concrete Blankets, Single | | 65.00 | 0.45 | 3.12 | 12.48 |
| Concrete Forming Accessories | Bull Float (36" - 48") | | 125.00 | 0.86 | 6.00 | 24.00 |
| Concrete Forming Accessories | Camlocks | | 5.22 | 0.04 | 0.25 | 1.00 |
| Concrete Forming Accessories | Concrete Edge Trowel | | 15.00 | 0.10 | 0.72 | 2.88 |
| Concrete Forming Accessories | Concrete Finish Brooms | | 33.00 | 0.23 | 1.58 | 6.34 |
| Concrete Forming Accessories | Concrete Finishing Trowel | | 35.00 | 0.24 | 1.68 | 6.72 |
| Concrete Forming Accessories | Concrete Form Scrapers | | 33.00 | 0.23 | 1.58 | 6.34 |
| Concrete Forming Accessories | Concrete Muck Rake | | 22.00 | 0.15 | 1.06 | 4.22 |
| Concrete Forming Accessories | Concrete Sprayer | | 110.00 | 0.75 | 5.28 | 21.12 |
| Concrete Forming Accessories | Form Aligners | | 10.50 | 0.07 | 0.50 | 2.02 |
| Concrete Forming Accessories | Fresno (36" - 48") | | 65.00 | 0.45 | 3.12 | 12.48 |
| Concrete Forming Accessories | Rebar Bending Bar | | 33.00 | 0.23 | 1.58 | 6.34 |
| Concrete Forming Accessories | Rebar Caps | | 2.00 | 0.01 | 0.10 | 0.38 |
| Concrete Forming Accessories | Rebar Cutter/Bender | | 365.00 | 2.50 | 17.52 | 70.08 |
| Concrete Forming Accessories | Scaffold Brackets | | 20.00 | 0.14 | 0.96 | 3.84 |
| Concrete Forming Accessories | Snap Tie Wedge | | 2.15 | 0.01 | 0.10 | 0.41 |
| Concrete Forming Accessories | Steel Stakes 12" | | 1.70 | 0.01 | 0.08 | 0.33 |
| Concrete Forming Accessories | Steel Stakes 18" | | 1.95 | 0.01 | 0.09 | 0.37 |
| Concrete Forming Accessories | Steel Stakes 24" | | 2.60 | 0.02 | 0.12 | 0.50 |
| Concrete Forming Accessories | Steel Stakes 30" | | 3.20 | 0.02 | 0.15 | 0.61 |
| Concrete Forming Accessories | Steel Stakes 36" | | 3.95 | 0.03 | 0.19 | 0.76 |
| Concrete Forming Accessories | Steel Stakes 48" | | 4.40 | 0.03 | 0.21 | 0.84 |
| Concrete Forming Accessories | Strong Back Clamps | | 8.45 | 0.06 | 0.41 | 1.62 |
| Concrete Forming Accessories | Jahn-A | | 5.00 | 0.03 | 0.24 | 0.96 |
| Concrete Mixer | 3.5 cu. Ft. 3/4 HP Concrete Mixer | 350DD | 425.00 | 2.91 | 20.40 | 81.60 |
| Concrete Planer | Concrete Planer | PC1100 | 900.00 | 6.17 | 43.20 | 172.80 |
| Concrete Planer | Concrete Surface Grinder | CSG15 | 359.00 | 2.46 | 17.23 | 68.93 |
| Concrete Vibrator | Concrete Backpack Vibrator (Gas) | BP-50a | 1870.00 | 6.41 | 44.88 | 179.52 |
| Concrete Vibrator | Concrete Vibrator | | 2500.00 | 8.57 | 60.00 | 240.00 |
| Concrete Vibrator | Concrete Vibrator | | 2500.00 | 8.57 | 60.00 | 240.00 |
| Concrete Vibrator | Concrete Vibrator | | 2500.00 | 8.57 | 60.00 | 240.00 |
| Concrete Vibrator | Concrete Vibrator | | 2500.00 | 8.57 | 60.00 | 240.00 |
| Concrete Vibrator | Concrete Vibrator | | 2500.00 | 8.57 | 60.00 | 240.00 |
| Concrete Vibrator | Concrete Vibrator | 2.4oz | 830.00 | 5.69 | 39.84 | 159.36 |
| Concrete Vibrator | Concrete Vibrator | | 2500.00 | 8.57 | 60.00 | 240.00 |
| Concrete Vibrator | High Cycle Concrete Vibrator | FXA50A6 | 1664.95 | 11.42 | 79.92 | 319.67 |
| Construction Cameras | 12MP, Fixed | ST-HB-MVP | 3500.00 | 6.96 | 48.75 | 195.00 |
| Cordless Drills | Cordless Drills | DCD980 | 150.00 | 1.03 | 7.20 | 28.80 |
| Cordless Drills | Cordless Drills | BDF451, BHP454 | 100.00 | 0.69 | 4.80 | 19.20 |
| Cordless Drills | Cordless Drills | BFD452 | 100.00 | 0.69 | 4.80 | 19.20 |
| Cordless Drills | Cordless Drills | LXPH01, XPH01 | 100.00 | 0.69 | 4.80 | 19.20 |
| Cordless Drills | Cordless Drills | XPH07Z | 149.00 | 1.02 | 7.15 | 28.61 |
| Cordless Epoxy Guns | Cordless Epoxy Gun | | 185.00 | 1.27 | 8.88 | 35.52 |
| Cordless Epoxy Guns | Cordless Epoxy Gun | HDE 500 | 489.00 | 3.35 | 23.47 | 93.89 |
| Cordless Impact | Cordless Impact | SID 18-A | 169.00 | 1.16 | 8.11 | 32.45 |

| Category | Item Description | Model | Base Value | Daily Rate* | Weekly Rate* | Monthly Rate* |
|-------------------|--------------------------------|------------------|------------|-------------|--------------|---------------|
| Cordless Impact | Cordless Impact | DC825 | 100.00 | 0.69 | 4.80 | 19.20 |
| Cordless Impact | Cordless Impact | XDT042 | 100.00 | 0.69 | 4.80 | 19.20 |
| Cordless Impact | Cordless Impact, 90 Degree | XLT01Z | 179.00 | 1.23 | 8.59 | 34.37 |
| Cut Off Saw | Concrete Saw | DCH 230 01 | 1160.00 | 7.95 | 55.68 | 222.72 |
| Cut Off Saw | Cut Off Saw | TS420 | 1000.00 | 6.86 | 48.00 | 192.00 |
| Cut Off Saw | Cut Off Saw | EK7301 | 900.00 | 6.17 | 43.20 | 172.80 |
| Cut Off Saw | Cutting Edge Saw | BNCE-20 | 300.00 | 2.06 | 14.40 | 57.60 |
| Cut Off Saw | Pneumatic Rebar Cutter | DC-20WH | 1549.00 | 10.62 | 74.35 | 297.41 |
| Cutting Torch | Cutting Torch Handle | 315C | 165.00 | 1.13 | 7.92 | 31.68 |
| Delineators | Delineators | | 22.00 | 0.15 | 1.06 | 4.22 |
| Drill Accessories | Cordless Dust Extractor System | GDE18v-26DB15 | 169.00 | 1.16 | 8.11 | 32.45 |
| Drill Accessories | Drilling Station | BST 650S | 985.00 | 6.75 | 47.28 | 189.12 |
| Drill Accessories | Right Angle Drill Attachment | TE-AC1 | 420.00 | 2.88 | 20.16 | 80.64 |
| Drill Accessories | Right Angle Drill Attachment | TE-AC | 420.00 | 2.88 | 20.16 | 80.64 |
| Drill Accessories | Subfloor Fastening System | Pro300S | 380.00 | 2.61 | 18.24 | 72.96 |
| Drill Accessories | Subfloor Fastening System | Pro250 | 360.00 | 2.47 | 17.28 | 69.12 |
| Drill Accessories | Subfloor Fastening System | ProSDD | 410.00 | 2.81 | 19.68 | 78.72 |
| Drywall Cart | Drywall Cart | | 250.00 | 1.71 | 12.00 | 48.00 |
| Extension Cord | Extension Cord, 100' | | 100.00 | 0.69 | 4.80 | 19.20 |
| Extension Cord | Extension Cord, 50' | | 50.00 | 0.34 | 2.40 | 9.60 |
| Extension Ladder | Extension Ladder, 16' | Sumo Stance, 16' | 335.00 | 1.65 | 11.52 | 46.08 |
| Extension Ladder | Extension Ladder, 16' | | 240.00 | 1.65 | 11.52 | 46.08 |
| Extension Ladder | Extension Ladder, 20' | Lunar, 20' | 450.00 | 1.71 | 12.00 | 48.00 |
| Extension Ladder | Extension Ladder, 20' | | 250.00 | 1.71 | 12.00 | 48.00 |
| Extension Ladder | Extension Ladder, 24' | | 270.00 | 1.85 | 12.96 | 51.84 |
| Extension Ladder | Extension Ladder, 24' | Sumo Stance, 24' | 895.00 | 1.85 | 12.96 | 51.84 |
| Extension Ladder | Extension Ladder, 24' | Lunar, 24' | 535.00 | 1.85 | 12.96 | 51.84 |
| Extension Ladder | Extension Ladder, 28' | Sumo Stance, 28' | 1325.00 | 2.30 | 16.08 | 64.32 |
| Extension Ladder | Extension Ladder, 28' | | 335.00 | 2.30 | 16.08 | 64.32 |
| Extension Ladder | Extension Ladder, 28' | Lunar, 28' | 655.00 | 2.30 | 16.08 | 64.32 |
| Extension Ladder | Extension Ladder, 32' | | 375.00 | 2.57 | 18.00 | 72.00 |
| Fans | Circular Fan | AM25500 | 200.00 | 1.37 | 9.60 | 38.40 |
| Fans | Circular Fan | 9639-12 | 400.00 | 2.74 | 19.20 | 76.80 |
| Fire Extinguisher | Fire Extinguisher | | 100.00 | 0.69 | 4.80 | 19.20 |
| Forklift | Forklift | 585E | 15000.00 | 102.86 | 720.00 | 2880.00 |
| Forklift | Forklift, 8K | MTA8044 | 103955.00 | 71.43 | 500.00 | 2000.00 |
| Forklift | Forklift, 10K | MTA10055 | 137500.00 | 107.14 | 750.00 | 3000.00 |
| Forklift | Industrial Forklift | GLC050 | 12500.00 | 85.71 | 600.00 | 2400.00 |
| Garden Hose | Garden Hose, 100' | | 50.00 | 0.34 | 2.40 | 9.60 |
| Gas Cans | Gas Can, 1 gal | | 46.00 | 0.32 | 2.21 | 8.83 |
| Gas Cans | Gas Can, 5 gal | | 60.00 | 0.41 | 2.88 | 11.52 |
| Generator | Generator | 3000X | 1500.00 | 10.29 | 72.00 | 288.00 |
| Generator | Generator | EB6500X | 2750.00 | 18.86 | 132.00 | 528.00 |
| Generator | Generator | 2500 | 300.00 | 2.06 | 14.40 | 57.60 |
| Generator | Generator | EB5000X | 2280.00 | 15.63 | 109.44 | 437.76 |
| Generator | High Cycle Generator | MQGDP-5HA | 4238.90 | 22.36 | 156.51 | 626.05 |
| GFCI Protectors | GFCI Protector, 3-Way | | 67.00 | 0.46 | 3.22 | 12.86 |
| GFCI Protectors | GFCI Protector, Single | | 45.00 | 0.31 | 2.16 | 8.64 |
| Grip Hoists | Grip Hoist | TU-32 | 2900.00 | 19.89 | 139.20 | 556.80 |
| Hammer Drills | Hammer Drill, 1/2" | | 100.00 | 0.69 | 4.80 | 19.20 |
| Hammer Drills | Hammer Drill, 1/2" | UH650 | 119.00 | 0.82 | 5.71 | 22.85 |
| Hammer Drills | Hammer Drill, 1/2" | UH700 | 119.00 | 0.82 | 5.71 | 22.85 |
| Harness | 6' Lanyard, Double | | 150.00 | 1.03 | 7.20 | 28.80 |
| Harness | 6' Lanyard, Single | | 50.00 | 0.34 | 2.40 | 9.60 |
| Harness | D-Ring Extension, 18" | | 40.00 | 0.27 | 1.92 | 7.68 |
| Harness | Harness | | 150.00 | 1.03 | 7.20 | 28.80 |
| Heat guns | Heat gun | 750 | 110.00 | 0.75 | 5.28 | 21.12 |
| Heat guns | Heat gun | HT1000 | 20.00 | 0.14 | 0.96 | 3.84 |
| Heat guns | Heat gun | HG500 | 30.00 | 0.21 | 1.44 | 5.76 |
| Heat guns | Heat gun | Furno 750 | 70.00 | 0.48 | 3.36 | 13.44 |

| Category | Item Description | Model | Base Value | Daily Rate* | Weekly Rate* | Monthly Rate* |
|--------------------------|--------------------------------------|---------------|------------|-------------|--------------|---------------|
| Heaters | Electric Coil Heater, 240v | PKB2410-1 | 775.00 | 5.31 | 37.20 | 148.80 |
| Heaters | Indirect Fired Heater, 350K BTU | OHV-350-II | 2500.00 | 17.14 | 120.00 | 480.00 |
| Heaters | Indirect Fired Heater, 350K BTU | IDF-350 LP/NG | 4432.00 | 30.39 | 212.74 | 850.94 |
| Heaters | Indirect Fired Heater, 500K BTU | IDF-500 LP/NG | 5043.00 | 34.58 | 242.06 | 968.26 |
| Hedge Trimmer | Cordless Hedge Trimmer | DCHT860 | 229.00 | 1.57 | 10.99 | 43.97 |
| Hole Hawg Drills | 1/2" Right Angle Drill | | 279.00 | 1.91 | 13.39 | 53.57 |
| Hole Hawg Drills | Hole Hawg Drill | 1610 | 250.00 | 1.71 | 12.00 | 48.00 |
| Hole Hawg Drills | Hole Hawg Drill | 1680-20 | 350.00 | 2.40 | 16.80 | 67.20 |
| Hole Hawg Drills | Hole Hawg Drill | 1675 | 300.00 | 2.06 | 14.40 | 57.60 |
| Hole Hawg Drills | Hole Hawg Drill | | 300.00 | 2.06 | 14.40 | 57.60 |
| Impact Wrench | 1/2" Impact Wrench, Cordless | XWT11 | 189.00 | 1.30 | 9.07 | 36.29 |
| Impact Wrench | 1/2" Impact Wrench, Cordless (High T | XWT08 | 240.00 | 1.65 | 11.52 | 46.08 |
| Impact Wrench | Impact Wrench, 1/2" | DW290/292 | 160.00 | 1.10 | 7.68 | 30.72 |
| Impact Wrench | Impact Wrench, 1/2" | 9070 | 169.00 | 1.16 | 8.11 | 32.45 |
| Impact Wrench | Impact Wrench, 1/2" | TW0350 | 190.00 | 1.30 | 9.12 | 36.48 |
| Jackhammers | Electric Jack Hammer | TE1500 | 2419.00 | 16.59 | 116.11 | 464.45 |
| Jackhammers | Electric Jack Hammer | HM1214c | 1025.00 | 7.03 | 49.20 | 196.80 |
| Jackhammers | Electric Jack Hammer | 1810 | 1700.00 | 11.66 | 81.60 | 326.40 |
| Jackhammers | Electric Jack Hammer | | 1500.00 | 10.29 | 72.00 | 288.00 |
| Jigsaw | Cordless Jig Saw | CDS331 | 149.00 | 1.02 | 7.15 | 28.61 |
| Jigsaw | Jig Saw | DW317 | 99.00 | 0.68 | 4.75 | 19.01 |
| Jigsaw | Jigsaw | | 160.00 | 1.10 | 7.68 | 30.72 |
| Jigsaw | Jigsaw | JS481LG | 39.97 | 0.27 | 1.92 | 7.67 |
| Jigsaw | Jigsaw | | 160.00 | 1.10 | 7.68 | 30.72 |
| Jigsaw | Jigsaw | JS451L | 60.00 | 0.41 | 2.88 | 11.52 |
| Ladder Walk Through | Ladder Walk Through | | 205.00 | 1.41 | 9.84 | 39.36 |
| Lawn/Garden | 1-Man Auger with Bit | Y43Z08 | 250.00 | 1.71 | 12.00 | 48.00 |
| Lawn/Garden | Cordless String Trimmer | DCST990 | 297.00 | 2.04 | 14.26 | 57.02 |
| Lawn/Garden | Weed Eater | FS130R | 400.00 | 2.74 | 19.20 | 76.80 |
| Lawn/Garden | Zero-Turn Lawn Mower | Maverick 6000 | 6399.00 | 43.88 | 307.15 | 1228.61 |
| Lifting Straps | Cross Arm Strap, 10'/12' | | 67.00 | 0.46 | 3.22 | 12.86 |
| Lifting Straps | Cross Arm Strap, 3' | | 38.00 | 0.26 | 1.82 | 7.30 |
| Lifting Straps | Cross Arm Strap, 6' | | 45.00 | 0.31 | 2.16 | 8.64 |
| Lifting Straps | Electric Winch, Corded | 885000 | 245.00 | 1.68 | 11.76 | 47.04 |
| Lifting Straps | Electric Winch, Cordless | 885005 | 449.00 | 3.08 | 21.55 | 86.21 |
| Lifting Straps | Round Sling, 10' | | 50.00 | 0.34 | 2.40 | 9.60 |
| Lifting Straps | Round Sling, 16' | | 80.00 | 0.55 | 3.84 | 15.36 |
| Lifting Straps | Round Sling, 20' | | 100.00 | 0.69 | 4.80 | 19.20 |
| Lifting Straps | Shackles, 3/4" | | 35.00 | 0.24 | 1.68 | 6.72 |
| Lifting Straps | Web Sling, 16' | | 98.00 | 0.67 | 4.70 | 18.82 |
| Lifting Straps | Web Sling, 20' | | 120.00 | 0.82 | 5.76 | 23.04 |
| Magnetic Drills | Mag Drill | 4206 | 1250.00 | 8.57 | 60.00 | 240.00 |
| Magnetic Drills | Mag Drill | HMD904 | 1250.00 | 8.57 | 60.00 | 240.00 |
| Metal Miter Saw | Metal Miter Saw | R4141 | 200.00 | 1.37 | 9.60 | 38.40 |
| Metal Miter Saw | Metal Miter Saw | DW872 | 450.00 | 3.09 | 21.60 | 86.40 |
| Metal Miter Saw | Metal Miter Saw | DW872 | 450.00 | 3.09 | 21.60 | 86.40 |
| Metal Miter Saw | Metal Miter Saw | | 450.00 | 3.09 | 21.60 | 86.40 |
| Miscellaneous Hand Tools | Fence Post Driver | | 75.00 | 0.51 | 3.60 | 14.40 |
| Miscellaneous Hand Tools | Floor Scraper | | 30.00 | 0.21 | 1.44 | 5.76 |
| Miscellaneous Hand Tools | Pick Axe | | 35.00 | 0.24 | 1.68 | 6.72 |
| Miscellaneous Hand Tools | Post Hole Digger | | 45.00 | 0.31 | 2.16 | 8.64 |
| Miscellaneous Hand Tools | Push Broom | | 30.00 | 0.21 | 1.44 | 5.76 |
| Miscellaneous Hand Tools | Roof Shingle Shovel | | 30.00 | 0.21 | 1.44 | 5.76 |
| Miscellaneous Hand Tools | Round Shovel | | 30.00 | 0.21 | 1.44 | 5.76 |
| Miscellaneous Hand Tools | Scoop Shovel | | 50.00 | 0.34 | 2.40 | 9.60 |
| Miscellaneous Hand Tools | Sledge Hammer | | 40.00 | 0.27 | 1.92 | 7.68 |
| Miscellaneous Hand Tools | Square Shovel | | 30.00 | 0.21 | 1.44 | 5.76 |
| Miscellaneous Items | 12" Beam Cutter Attachment | PR-2700 | 160.00 | 1.10 | 7.68 | 30.72 |
| Miscellaneous Items | EZ Shear Stand | MSS-709 | 189.95 | 1.30 | 9.12 | 36.47 |
| Miscellaneous Items | Metal Nibbler, 16ga | 6890 | 569.00 | 3.90 | 27.31 | 109.25 |

| Category | Item Description | Model | Base Value | Daily Rate* | Weekly Rate* | Monthly Rate* |
|---------------------|---------------------------------|----------------|------------|-------------|--------------|---------------|
| Miscellaneous Items | Multi Tool | MM45 | 129.00 | 0.88 | 6.19 | 24.77 |
| Miscellaneous Items | Multi Tool | TM3010CX1 | 159.00 | 1.09 | 7.63 | 30.53 |
| Miscellaneous Items | Multi Tool, Cordless | XMT03Z | 119.00 | 0.82 | 5.71 | 22.85 |
| Miscellaneous Items | Siding Shear | SST-220 | 549.00 | 3.76 | 26.35 | 105.41 |
| Miter Saw | Compound Miter Saw, 12" | DW715 | 349.00 | 2.39 | 16.75 | 67.01 |
| Miter Saw | Compound Sliding Miter Saw, 12" | DWS709 | 399.00 | 2.74 | 19.15 | 76.61 |
| Miter Saw | Compound Sliding Miter Saw, 12" | DWS780 | 600.00 | 4.11 | 28.80 | 115.20 |
| Miter Saw | Miter Saw Stand | DW7232 | 200.00 | 1.37 | 9.60 | 38.40 |
| Moisture Testing | Concrete Moisture Test Tool | Rapid RH 5.0 | 795.00 | 5.45 | 38.16 | 152.64 |
| Moisture Testing | Moisture Meter (CMU) | CMEXII | 563.00 | 3.86 | 27.02 | 108.10 |
| Nailers | Brad Nailer | H8235 | 59.99 | 0.41 | 2.88 | 11.52 |
| Nailers | Brad Nailer | FinishPro 25 | 189.95 | 1.30 | 9.12 | 36.47 |
| Nailers | Brad Nailer | R213BNA | 100.00 | 0.69 | 4.80 | 19.20 |
| Nailers | Brad Nailer | DWFP12233 | 100.00 | 0.69 | 4.80 | 19.20 |
| Nailers | Brad Nailer | DWFP71917 | 150.00 | 1.03 | 7.20 | 28.80 |
| Nailers | Brad Nailer, Cordless | DCN680 | 260.00 | 1.78 | 12.48 | 49.92 |
| Nailers | Brad Nailer, Cordless | XN801Z | 279.95 | 1.92 | 13.44 | 53.75 |
| Nailers | Coil Nailer | 65AH2 | 369.99 | 2.54 | 17.76 | 71.04 |
| Nailers | Coil Nailer | RCN-60-225 | 400.00 | 2.74 | 19.20 | 76.80 |
| Nailers | Coil Nailer | IN-124 | 400.00 | 2.74 | 19.20 | 76.80 |
| Nailers | Cordless Framing Nailer | DCN692 | 319.00 | 2.19 | 15.31 | 61.25 |
| Nailers | Finish Nailer | NT65MA4 | 160.00 | 1.10 | 7.68 | 30.72 |
| Nailers | Finish Nailer | FinishPro 35 | 175.00 | 1.20 | 8.40 | 33.60 |
| Nailers | Finish Nailer | | 125.00 | 0.86 | 6.00 | 24.00 |
| Nailers | Framing Nailer | LPF21PL | 210.00 | 1.44 | 10.08 | 40.32 |
| Nailers | Framing Nailer | CN-350/B | 329.00 | 2.26 | 15.79 | 63.17 |
| Nailers | Framing Nailer | NR65AK | 505.00 | 3.46 | 24.24 | 96.96 |
| Nailers | Framing Nailer | NR90AEC5 | 349.00 | 2.39 | 16.75 | 67.01 |
| Nailers | Framing Nailer | NR90AEPR | 216.49 | 1.48 | 10.39 | 41.57 |
| Nailers | Framing Nailer | NR83A2 | 385.00 | 2.64 | 18.48 | 73.92 |
| Nailers | Framing Nailer | AN923 | 250.00 | 1.71 | 12.00 | 48.00 |
| Nailers | Framing Nailer | DS1845 | 269.00 | 1.84 | 12.91 | 51.65 |
| Nailers | Framing Nailer | NSP350F2 | 329.00 | 2.26 | 15.79 | 63.17 |
| Nailers | Framing Nailer | JoistPro 250XP | 265.00 | 1.82 | 12.72 | 50.88 |
| Nailers | Framing Nailer | MCN250 | 359.00 | 2.46 | 17.23 | 68.93 |
| Nailers | Framing Nailer | | 329.00 | 2.26 | 15.79 | 63.17 |
| Nailers | Framing Nailer | H8235 | 200.00 | 1.37 | 9.60 | 38.40 |
| Nailers | Joist Hanger Nailer | RNS150-11 | 200.00 | 1.37 | 9.60 | 38.40 |
| Nailers | Micro Pinner | NF235A | 199.00 | 1.36 | 9.55 | 38.21 |
| Nailers | Palm Nailer | PC0781 | 83.00 | 0.57 | 3.98 | 15.94 |
| Nailers | Palm Nailer | | 60.00 | 0.41 | 2.88 | 11.52 |
| Nailers | Palm Nailer | PN100 | 100.00 | 0.69 | 4.80 | 19.20 |
| Nailers | Roofing Nailer | AN453 | 229.00 | 1.57 | 10.99 | 43.97 |
| Office Furniture | File Cabinet, 2-drawer | | 75.00 | 0.51 | 3.60 | 14.40 |
| Office Furniture | File Cabinet, 4-drawer | | 185.00 | 1.27 | 8.88 | 35.52 |
| Office Furniture | Folding Chairs | | 20.00 | 0.14 | 0.96 | 3.84 |
| Office Furniture | Folding Table, 6ft | | 50.00 | 0.34 | 2.40 | 9.60 |
| Pallet Jacks | Pallet Jack | | 700.00 | 4.80 | 33.60 | 134.40 |
| Palm Sander | Palm Sander | D6420 | 60.00 | 0.41 | 2.88 | 11.52 |
| Palm Sander | Palm Sander | D26441 | 50.00 | 0.34 | 2.40 | 9.60 |
| Palm Sander | Palm Sander | R2601 | 60.00 | 0.41 | 2.88 | 11.52 |
| Palm Sander | Palm Sander | bo4556 | 49.98 | 0.34 | 2.40 | 9.60 |
| Planers | Wood Planer | 1100 | 550.00 | 3.77 | 26.40 | 105.60 |
| Planers | Planer, 3 1/4" | KP0800 | 159.00 | 1.09 | 7.63 | 30.53 |
| Plate Joiners | Plate Joiner | DW682 | 169.00 | 1.16 | 8.11 | 32.45 |
| Portaband Saw | Portaband Saw | | 300.00 | 2.06 | 14.40 | 57.60 |
| Portaband Saw | Portaband Saw, Cordless | 2729-20 | 329.00 | 2.26 | 15.79 | 63.17 |
| Power Activated | Powder Activated Tool | DX 460 SM | 1349.00 | 9.25 | 64.75 | 259.01 |
| Power Activated | Power Activated Tool | TF1200 | 500.00 | 3.43 | 24.00 | 96.00 |
| Power Activated | Power Activated Tool | Cobra | 229.00 | 1.57 | 10.99 | 43.97 |

| Category | Item Description | Model | Base Value | Daily Rate* | Weekly Rate* | Monthly Rate* |
|-------------------------|--------------------------------|--------------------|------------|-------------|--------------|---------------|
| Power Activated | Ramset Stud Gun | SA270 | 595.00 | 4.08 | 28.56 | 114.24 |
| Pressure Washers | Pressure Washer | G-Force II 2370 DD | 579.00 | 3.97 | 27.79 | 111.17 |
| Pressure Washers | Pressure Washer | DXPW3425 | 600.00 | 4.11 | 28.80 | 115.20 |
| Pressure Washers | Pressure Washer | Liberty | 1600.00 | 10.97 | 76.80 | 307.20 |
| Pressure Washers | Pressure Washer | | 600.00 | 4.11 | 28.80 | 115.20 |
| Pressure Washers | Pressure Washer | | 2250.00 | 15.43 | 108.00 | 432.00 |
| Pressure Washers | Pressure Washer | B4013HCS | 1600.00 | 10.97 | 76.80 | 307.20 |
| Pressure Washers | Surface Scrubber, 16" | Whirl-A-Way | 359.95 | 2.47 | 17.28 | 69.11 |
| Retractable Safety Line | 30' Retractable Safety Line | | 1000.00 | 6.86 | 48.00 | 192.00 |
| Retractable Safety Line | 30' Retractable Safety Line | RLS30S | 1000.00 | 6.86 | 48.00 | 192.00 |
| Retractable Safety Line | 50' Retractable Safety Line | RLS50G | 1200.00 | 8.23 | 57.60 | 230.40 |
| Roof Tie Off Points | Hinged Roof Tie Off Points | | 34.00 | 0.23 | 1.63 | 6.53 |
| Roof Tie Off Points | Parapet Wall Anchor | 15170 | 145.00 | 0.99 | 6.96 | 27.84 |
| Roof Tie Off Points | Quick Release Concrete Anchor | | 125.00 | 0.86 | 6.00 | 24.00 |
| Roof Tie Off Points | Screw Down Roof Tie Off Points | | 20.00 | 0.14 | 0.96 | 3.84 |
| Rope Grab | Rope Grab | | 70.00 | 0.48 | 3.36 | 13.44 |
| Roto Hammer | Roto Hammer | TE-55/56/60 | 1300.00 | 8.91 | 62.40 | 249.60 |
| Roto Hammer | Roto Hammer | HR2475 | 200.00 | 1.37 | 9.60 | 38.40 |
| Roto Hammer | Roto Hammer | HR4010C | 780.00 | 5.35 | 37.44 | 149.76 |
| Roto Hammer | Roto Hammer | TE-6/7 | 489.00 | 3.35 | 23.47 | 93.89 |
| Roto Hammer | Roto Hammer | D25262K | 200.00 | 1.37 | 9.60 | 38.40 |
| Roto Hammer | Roto Hammer | RH540M | 429.99 | 2.95 | 20.64 | 82.56 |
| Roto Hammer | Roto Hammer, Cordless | GBH18v-26K | 549.00 | 3.76 | 26.35 | 105.41 |
| Roto Hammer | Roto Hammer, Cordless | TE-6/7/16 | 979.00 | 6.71 | 46.99 | 187.97 |
| Roto Hammer | Roto Hammer, Cordless | XRH04Z | 170.00 | 1.17 | 8.16 | 32.64 |
| Roto Hammer | Roto Hammer, Cordless | XRH08PTW | 689.00 | 4.72 | 33.07 | 132.29 |
| Roto Hammer | Roto Hammer | 11264EVS | 549.00 | 3.76 | 26.35 | 105.41 |
| Roto Hammer | Roto Hammer | TE 1500-AVR | 1500.00 | 10.29 | 72.00 | 288.00 |
| Router | Drywall Router | DR01-1100 | 70.00 | 0.48 | 3.36 | 13.44 |
| Router | Laminate Trimmer | TR45K | 100.00 | 0.69 | 4.80 | 19.20 |
| Router | Router | DW618 | 215.00 | 1.47 | 10.32 | 41.28 |
| Router | Router | 6902 | 165.00 | 1.13 | 7.92 | 31.68 |
| Saw Horses | Saw Horses (Set of 4) | TS-35 | 100.00 | 0.69 | 4.80 | 19.20 |
| Sawzall | Sawzall | JR3070C | 199.00 | 1.36 | 9.55 | 38.21 |
| Sawzall | Sawzall | DW309 | 100.00 | 0.69 | 4.80 | 19.20 |
| Sawzall | Sawzall | WSR-1250 | 509.00 | 0.89 | 6.24 | 24.96 |
| Sawzall | Sawzall | DW309 | 100.00 | 0.69 | 4.80 | 19.20 |
| Sawzall | Sawzall | | 120.00 | 0.82 | 5.76 | 23.04 |
| Sawzall | Sawzall | RS325 | 129.00 | 0.88 | 6.19 | 24.77 |
| Sawzall | Sawzall | DWD310/DWD311 | 129.99 | 0.89 | 6.24 | 24.96 |
| Sawzall | Sawzall, Cordless | DCS380 | 99.00 | 0.68 | 4.75 | 19.01 |
| Sawzall | Sawzall, Cordless | XRJ02 | 100.00 | 0.69 | 4.80 | 19.20 |
| Shears | Electric Shears | 6850 | 170.00 | 1.17 | 8.16 | 32.64 |
| Shears | Electric Shears | SS404 | 279.00 | 1.91 | 13.39 | 53.57 |
| Shears | Electric Shears | DW890 | 170.00 | 1.17 | 8.16 | 32.64 |
| Shears | Electric Shears | D28605 | 215.00 | 1.47 | 10.32 | 41.28 |
| Shop Vacs | HEPA Vac | DWV010 | 300.00 | 2.06 | 14.40 | 57.60 |
| Shop Vacs | HEPA Vac | VAC090A | 500.00 | 3.43 | 24.00 | 96.00 |
| Shop Vacs | HEPA Vac | VC 20-U | 929.00 | 6.37 | 44.59 | 178.37 |
| Shop Vacs | Shop Vacs | | 110.00 | 0.75 | 5.28 | 21.12 |
| Shop Vacs | Shop Vacs | WD1450 | 100.00 | 0.69 | 4.80 | 19.20 |
| Shop Vacs | Shop Vacs | WD06070 | 49.97 | 0.34 | 2.40 | 9.59 |
| Site Utility Vehicles | 570, Full Size | Ranger | 10600.00 | 17.86 | 125.00 | 500.00 |
| Staplers | Crown Stapler | BW6532 | 195.00 | 1.34 | 9.36 | 37.44 |
| Staplers | Crown Stapler | SNS200XP | 210.00 | 1.44 | 10.08 | 40.32 |
| Staplers | Crown Stapler | NS150C | 90.00 | 0.62 | 4.32 | 17.28 |
| Staplers | Crown Stapler | SNS40 | 180.00 | 1.23 | 8.64 | 34.56 |
| Steel Hopper | Self Dumping Steel Hopper | | 1100.00 | 7.54 | 52.80 | 211.20 |
| Step Ladders | Step Ladder, 10' | | 225.00 | 1.54 | 10.80 | 43.20 |
| Step Ladders | Step Ladder, 12' | | 265.00 | 1.82 | 12.72 | 50.88 |

| Category | Item Description | Model | Base Value | Daily Rate* | Weekly Rate* | Monthly Rate* |
|------------------------------|--------------------------------|-------------|------------|-------------|--------------|---------------|
| Step Ladders | Step Ladder, 4' | | 105.00 | 0.72 | 5.04 | 20.16 |
| Step Ladders | Step Ladder, 6' | | 140.00 | 0.96 | 6.72 | 26.88 |
| Step Ladders | Step Ladder, 8' | | 175.00 | 1.20 | 8.40 | 33.60 |
| Stop/Slow Paddles | Stop/Slow Paddles | | 30.00 | 0.21 | 1.44 | 5.76 |
| Suction Cups | Glass Suction Cups | | 75.00 | 0.51 | 3.60 | 14.40 |
| Survey & Measuring Equipment | Builders Level | AL-M5C | 500.00 | 3.43 | 24.00 | 96.00 |
| Survey & Measuring Equipment | Builders Level | C32 | 1150.00 | 7.89 | 55.20 | 220.80 |
| Survey & Measuring Equipment | Builders Level | C330 | 1150.00 | 7.89 | 55.20 | 220.80 |
| Survey & Measuring Equipment | Builders Level | AT-B3A | 615.00 | 4.22 | 29.52 | 118.08 |
| Survey & Measuring Equipment | Data Collector | FC-6000 | 3000.00 | 3.96 | 27.69 | 110.77 |
| Survey & Measuring Equipment | Laser Eye | M-1177 | 300.00 | 2.06 | 14.40 | 57.60 |
| Survey & Measuring Equipment | Laser Eye | LS-70C | 195.00 | 1.34 | 9.36 | 37.44 |
| Survey & Measuring Equipment | Laser Eye | 1275 | 300.00 | 2.06 | 14.40 | 57.60 |
| Survey & Measuring Equipment | Laser Level | CL2 | 109.00 | 0.75 | 5.23 | 20.93 |
| Survey & Measuring Equipment | Layout Navigator | LN-150 | 2000.00 | 17.93 | 125.54 | 502.15 |
| Survey & Measuring Equipment | Pocket Laser | PMP-45 | 539.00 | 3.70 | 25.87 | 103.49 |
| Survey & Measuring Equipment | Pocket Laser | PM24 | 339.00 | 2.32 | 16.27 | 65.09 |
| Survey & Measuring Equipment | Pocket Laser | GCL 2-160 S | 179.00 | 1.23 | 8.59 | 34.37 |
| Survey & Measuring Equipment | Pocket Laser | ILM-XT | 278.00 | 1.91 | 13.34 | 53.38 |
| Survey & Measuring Equipment | Pocket Laser | PMP-34 | 339.00 | 2.32 | 16.27 | 65.09 |
| Survey & Measuring Equipment | Pocket Laser | GPL3 | 109.00 | 0.75 | 5.23 | 20.93 |
| Survey & Measuring Equipment | Pocket Laser | GCL100-8 | 389.00 | 2.67 | 18.67 | 74.69 |
| Survey & Measuring Equipment | Rinker Rod, 6' | | 55.00 | 0.38 | 2.64 | 10.56 |
| Survey & Measuring Equipment | Rotating Laser | RL-H3C | 715.00 | 4.90 | 34.32 | 137.28 |
| Survey & Measuring Equipment | Rotating Laser | LP30 | 715.00 | 4.90 | 34.32 | 137.28 |
| Survey & Measuring Equipment | Rotating Laser | LL500 | 1100.00 | 7.54 | 52.80 | 211.20 |
| Survey & Measuring Equipment | Rotating Laser | L-200 | 850.00 | 5.83 | 40.80 | 163.20 |
| Survey & Measuring Equipment | Rotating Laser | LB-9 | 715.00 | 4.90 | 34.32 | 137.28 |
| Survey & Measuring Equipment | Total Station | GTS-313 | 5170.00 | 17.73 | 124.08 | 496.32 |
| Survey & Measuring Equipment | Transit Level | DT-209 | 2700.00 | 9.26 | 64.80 | 259.20 |
| Survey & Measuring Equipment | Transit Level | DT-6 | 4000.00 | 13.71 | 96.00 | 384.00 |
| Survey & Measuring Equipment | Transpointer | PX-10 | 769.00 | 5.27 | 36.91 | 147.65 |
| Table Saw | Table Saw, 10" | DW744 | 300.00 | 2.06 | 14.40 | 57.60 |
| Table Saw | Table Saw, 10" | DWE7490 | 500.00 | 3.43 | 24.00 | 96.00 |
| Table Saw | Rolling Table Saw Stand | DW7440R | 150.00 | 1.03 | 7.20 | 28.80 |
| Table Saw | Table Saw Stand | DW7451 | 80.00 | 0.55 | 3.84 | 15.36 |
| Temporary Lighting | Halogen Stand Lights, Dual | | 55.00 | 0.38 | 2.64 | 10.56 |
| Temporary Lighting | Halogen Stand Lights, Single | | 25.00 | 0.17 | 1.20 | 4.80 |
| Temporary Lighting | LED Stand Light, Dual | K40070 | 99.97 | 0.69 | 4.80 | 19.19 |
| Temporary Lighting | LED Stand Light, Single | K40066 | 29.97 | 0.21 | 1.44 | 5.75 |
| Temporary Lighting | LED Bay Lights | | 140.00 | 0.96 | 6.72 | 26.88 |
| Temporary Lighting | Light Strings, 100' | | 190.00 | 1.30 | 9.12 | 36.48 |
| Temporary Lighting | Wobble Lights | | 200.00 | 1.37 | 9.60 | 38.40 |
| Temporary Power Accessories | Temporary Power Cord Pigtail | | 200.00 | 1.37 | 9.60 | 38.40 |
| Temporary Power Accessories | Temporary Power Cord Y-Adapter | | 190.00 | 1.30 | 9.12 | 36.48 |
| Temporary Power Box | Temporary Power Box | | 400.00 | 2.74 | 19.20 | 76.80 |
| Temporary Power Cord | Temporary Power Cord, 100' | | 350.00 | 2.40 | 16.80 | 67.20 |
| Temporary Power Cord | Temporary Power Cord, 50' | | 250.00 | 1.71 | 12.00 | 48.00 |
| Tool Box | Compact Field Office | 7060-CFO | 1850.00 | 6.34 | 44.40 | 177.60 |
| Tool Box | Tool Box, Large | | 1815.00 | 6.22 | 43.56 | 174.24 |
| Tool Box | Tool Box, Medium | | 1050.00 | 3.60 | 25.20 | 100.80 |
| Tool Box | Tool Box, Small | | 692.00 | 2.37 | 16.61 | 66.43 |
| Tool Cart | Tool Cart | | 195.00 | 1.34 | 9.36 | 37.44 |
| Tools In SPG Shop | 15" Planer | G1021Z | 2750.00 | 18.86 | 132.00 | 528.00 |
| Tools In SPG Shop | 8" Jointer | G1018 | 1000.00 | 6.86 | 48.00 | 192.00 |
| Tools In SPG Shop | Air Compressor | 2475N5 | 2961.00 | 20.30 | 142.13 | 568.51 |
| Tools In SPG Shop | Compound Miter Saw, 12" | DWS780 | 600.00 | 4.11 | 28.80 | 115.20 |
| Tools In SPG Shop | Dowel Press | OR-1458 | 600.00 | 4.11 | 28.80 | 115.20 |
| Tools In SPG Shop | Drill Press | 0005 | 400.00 | 2.74 | 19.20 | 76.80 |
| Tools In SPG Shop | Dust Collection Vacuum | 075-3 | 1300.00 | 8.91 | 62.40 | 249.60 |

| Category | Item Description | Model | Base Value | Daily Rate* | Weekly Rate* | Monthly Rate* |
|-----------------------------|---------------------------------|------------------|------------|-------------|--------------|---------------|
| Tools In SPG Shop | Line Boring Machine | R113 | 2200.00 | 15.09 | 105.60 | 422.40 |
| Tools In SPG Shop | Oscillating Spindle Sander | 113.225906 | 300.00 | 2.06 | 14.40 | 57.60 |
| Tools In SPG Shop | Panel Router | 145 | 4500.00 | 30.86 | 216.00 | 864.00 |
| Tools In SPG Shop | Table Saw | 66 | 2100.00 | 14.40 | 100.80 | 403.20 |
| Tools In SPG Shop | Table Saw | 66-TA SAW | 3775.00 | 25.89 | 181.20 | 724.80 |
| Tools In SPG Shop | Thin Line Bench Grinder | Unknown | 80.00 | 0.55 | 3.84 | 15.36 |
| Tools In SPG Shop | Tool Box, Large | | 1815.00 | 12.45 | 87.12 | 348.48 |
| Torque Wrench | Torque Wrench, 1/2" | | 80.00 | 0.55 | 3.84 | 15.36 |
| Torque Wrench | Torque Wrench, 1/2" | | 80.00 | 0.55 | 3.84 | 15.36 |
| Trash Can | Trash Can | Brute | 30.00 | 0.21 | 1.44 | 5.76 |
| Trash Cart | Trash Cart, 1cy | | 745.00 | 5.11 | 35.76 | 143.04 |
| Trash Cart | Trash Cart, 3cy | | 1750.00 | 12.00 | 84.00 | 336.00 |
| Trucks | 1 Ton, Dump Bed | F-450 | 17500.00 | 120.00 | 840.00 | 3360.00 |
| Upright Vacuum | Upright Vacuum | | 150.00 | 1.03 | 7.20 | 28.80 |
| Water Pumps | 2" Submersible Pump | | 350.00 | 2.40 | 16.80 | 67.20 |
| Water Pumps | 2" Submersible Pump | | 350.00 | 2.40 | 16.80 | 67.20 |
| Water Pumps | 2" Water Pumps | | 150.00 | 1.03 | 7.20 | 28.80 |
| Water Pumps | 2" Water Pumps | | 350.00 | 2.40 | 16.80 | 67.20 |
| Water Pumps | 4" Trash Pump | | 600.00 | 4.11 | 28.80 | 115.20 |
| Water Pumps | Discharge Hose, 2"x100' | 2"x100' | 62.00 | 0.43 | 2.98 | 11.90 |
| Water Pumps | Discharge Hose, 2"x50' | 2"x50' | 35.00 | 0.24 | 1.68 | 6.72 |
| Water Pumps | Discharge Hose, 3"x100' | 3"x100' | 116.00 | 0.80 | 5.57 | 22.27 |
| Water Pumps | Garden Hose Pump | SUP54-HD | 94.98 | 0.65 | 4.56 | 18.24 |
| Water Pumps | Garden Hose Pump | | 119.00 | 0.82 | 5.71 | 22.85 |
| Water Pumps | Sump Pump | DT-2037 | 350.00 | 2.40 | 16.80 | 67.20 |
| Water Pumps | Water Pump | Water Pump | 150.00 | 1.03 | 7.20 | 28.80 |
| Water Pumps | Water Pump | Water Pump | 150.00 | 1.03 | 7.20 | 28.80 |
| Welders | Plasma Cutter with built in Air | PCH-10 | 1250.00 | 8.57 | 60.00 | 240.00 |
| Welders | Welder | Migmaster 250 | 850.00 | 5.83 | 40.80 | 163.20 |
| Welders | Welder | Milleromatic 140 | 769.00 | 5.27 | 36.91 | 147.65 |
| Welders | Welder | AC-225-S | 309.00 | 2.12 | 14.83 | 59.33 |
| Welders | Wire Welder | Wire Welder | 769.00 | 5.27 | 36.91 | 147.65 |
| Wheelbarrow | Wheelbarrow | barrow | 145.00 | 0.99 | 6.96 | 27.84 |
| Phone | Phone | | 700 | 1.20 | 8.40 | 33.60 |
| Computer/Tablet/Peripherals | Surface/Computer | | 2500 | 4.29 | 30.00 | 120.00 |
| Computer/Tablet/Peripherals | iPad | | 600 | 1.03 | 7.20 | 28.80 |
| Computer/Tablet/Peripherals | Printer | | 300 | 0.51 | 3.60 | 14.40 |
| Computer/Tablet/Peripherals | Wireless Card | | 200 | 0.34 | 2.40 | 9.60 |

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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Rd
Wilsonville, OR 97070

THE OWNER:

(Name, legal status and address)

City of Wilsonville Public Works Department
30000 SW Town Center Loop East
Wilsonville, OR 97070

THE ARCHITECT:

(Name, legal status and address)

Scott Edwards Architecture, L.L.P. (SEA)
2525 E Burnside St
Portland, OR 97214
T: 503-226-3617
ORBAE Registration No. ARF-0357

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**

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.

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.

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(3B9ADA31)

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, 12.3

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, 13.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6

Administration of the Contract

3.1.3, 4.2, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, 15.4

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

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(3B9ADA31)

| | |
|--|---|
| Certificates for Payment | 3.7.4, 4.2.8, 8.3.1, 10.3 |
| 4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4 | Conditions of the Contract |
| Certificates of Inspection, Testing or Approval | 1.1.1, 6.1.1, 6.1.4 |
| 13.4.4 | Consent, Written |
| Certificates of Insurance | 3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2 |
| 9.10.2 | Consolidation or Joinder |
| Change Orders | 15.4.4 |
| 1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2 | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| Change Orders, Definition of | 1.1.4, 6 |
| 7.2.1 | Construction Change Directive, Definition of |
| CHANGES IN THE WORK | 7.3.1 |
| 2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5 | Construction Change Directives |
| Claims, Definition of | 1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1 |
| 15.1.1 | Construction Schedules, Contractor's |
| Claims, Notice of | 3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2 |
| 1.6.2, 15.1.3 | Contingent Assignment of Subcontracts |
| CLAIMS AND DISPUTES | 5.4, 14.2.2.2 |
| 3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4 | Continuing Contract Performance |
| Claims and Timely Assertion of Claims | 15.1.4 |
| 15.4.1 | Contract, Definition of |
| Claims for Additional Cost | 1.1.2 |
| 3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5 | CONTRACT, TERMINATION OR SUSPENSION OF THE |
| Claims for Additional Time | 5.4.1.1, 5.4.2, 11.5, 14 |
| 3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6 | Contract Administration |
| Concealed or Unknown Conditions, Claims for | 3.1.3, 4, 9.4, 9.5 |
| 3.7.4 | Contract Award and Execution, Conditions Relating to |
| Claims for Damages | 3.7.1, 3.10, 5.2, 6.1 |
| 3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7 | Contract Documents, Copies Furnished and Use of |
| Claims Subject to Arbitration | 1.5.2, 2.3.6, 5.3 |
| 15.4.1 | Contract Documents, Definition of |
| Cleaning Up | 1.1.1 |
| 3.15, 6.3 | Contract Sum |
| Commencement of the Work, Conditions Relating to | 2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5 |
| 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5 | Contract Sum, Definition of |
| Commencement of the Work, Definition of | 9.1 |
| 8.1.2 | Contract Time |
| Communications | 1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5 |
| 3.9.1, 4.2.4 | Contract Time, Definition of |
| Completion, Conditions Relating to | 8.1.1 |
| 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2 | CONTRACTOR |
| COMPLETION, PAYMENTS AND | 3 |
| 9 | Contractor, Definition of |
| Completion, Substantial | 3.1, 6.1.2 |
| 3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2 | Contractor's Construction and Submittal Schedules |
| Compliance with Laws | 3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2 |
| 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3 | Contractor's Employees |
| Concealed or Unknown Conditions | |

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(3B9ADA31)

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,
10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors
and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2,
9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2,
6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,
10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the
Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction
Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,
11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate
Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance,
Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, 15.2.5

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User Notes:

(3B9ADA31)

Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

I

Governing Law
13.1

Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, 10.3

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,
11

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,
15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

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User Notes:

(3B9ADA31)

| | |
|--|---|
| Modifications, Definition of | Separate Contracts |
| 1.1.1 | 6.1 |
| Modifications to the Contract | Owner's Right to Stop the Work |
| 1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2 | 2.4 |
| Mutual Responsibility | Owner's Right to Suspend the Work |
| 6.2 | 14.3 |
| Nonconforming Work, Acceptance of | Owner's Right to Terminate the Contract |
| 9.6.6, 9.9.3, 12.3 | 14.2, 14.4 |
| Nonconforming Work, Rejection and Correction of | Ownership and Use of Drawings, Specifications and Other Instruments of Service |
| 2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2 | 1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3 |
| Notice | Partial Occupancy or Use |
| 1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1 | 9.6.6, 9.9 |
| Notice of Cancellation or Expiration of Insurance | Patching, Cutting and |
| 11.1.4, 11.2.3 | 3.14, 6.2.5 |
| Notice of Claims | Patents |
| 1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1 | 3.17 |
| Notice of Testing and Inspections | Payment, Applications for |
| 13.4.1, 13.4.2 | 4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3 |
| Observations, Contractor's | Payment, Certificates for |
| 3.2, 3.7.4 | 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4 |
| Occupancy | Payment, Failure of |
| 2.3.1, 9.6.6, 9.8 | 9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2 |
| Orders, Written | Payment, Final |
| 1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1 | 4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3 |
| OWNER | Payment Bond, Performance Bond and |
| 2 | 7.3.4.4, 9.6.7, 9.10.3, 11.1.2 |
| Owner, Definition of | Payments, Progress |
| 2.1.1 | 9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4 |
| Owner, Evidence of Financial Arrangements | PAYMENTS AND COMPLETION |
| 2.2, 13.2.2, 14.1.1.4 | 9 |
| Owner, Information and Services Required of the | Payments to Subcontractors |
| 2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4 | 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2 |
| Owner's Authority | PCB |
| 1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7 | 10.3.1 |
| Owner's Insurance | Performance Bond and Payment Bond |
| 11.2 | 7.3.4.4, 9.6.7, 9.10.3, 11.1.2 |
| Owner's Relationship with Subcontractors | Permits, Fees, Notices and Compliance with Laws |
| 1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2 | 2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2 |
| Owner's Right to Carry Out the Work | PERSONS AND PROPERTY, PROTECTION OF |
| 2.5, 14.2.2 | 10 |
| Owner's Right to Clean Up | Polychlorinated Biphenyl |
| 6.3 | 10.3.1 |
| Owner's Right to Perform Construction and to Award | Product Data, Definition of |
| | 3.12.2 |
| | Product Data and Samples, Shop Drawings |
| | 3.11, 3.12, 4.2.7 |
| | Progress and Completion |
| | 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4 |
| | Progress Payments |
| | 9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4 |
| | Project, Definition of |
| | 1.1.4 |
| | Project Representatives |

Init.

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User Notes:

(3B9ADA31)

| | |
|--|---|
| 4.2.10 | 6.1.1 |
| Property Insurance | Shop Drawings, Definition of |
| 10.2.5, 11.2 | 3.12.1 |
| Proposal Requirements | Shop Drawings, Product Data and Samples |
| 1.1.1 | 3.11, 3.12, 4.2.7 |
| PROTECTION OF PERSONS AND PROPERTY | Site, Use of |
| 10 | 3.13, 6.1.1, 6.2.1 |
| Regulations and Laws | Site Inspections |
| 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, | 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4 |
| 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, | Site Visits, Architect's |
| 15.4 | 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4 |
| Rejection of Work | Special Inspections and Testing |
| 4.2.6, 12.2.1 | 4.2.6, 12.2.1, 13.4 |
| Releases and Waivers of Liens | Specifications, Definition of |
| 9.3.1, 9.10.2 | 1.1.6 |
| Representations | Specifications |
| 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1 | 1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14 |
| Representatives | Statute of Limitations |
| 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1 | 15.1.2, 15.4.1.1 |
| Responsibility for Those Performing the Work | Stopping the Work |
| 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10 | 2.2.2, 2.4, 9.7, 10.3, 14.1 |
| Retainage | Stored Materials |
| 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3 | 6.2.1, 9.3.2, 10.2.1.2, 10.2.4 |
| Review of Contract Documents and Field Conditions | Subcontractor, Definition of |
| by Contractor | 5.1.1 |
| 3.2, 3.12.7, 6.1.3 | SUBCONTRACTORS |
| Review of Contractor's Submittals by Owner and | 5 |
| Architect | Subcontractors, Work by |
| 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2 | 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, |
| Review of Shop Drawings, Product Data and | 9.3.1.2, 9.6.7 |
| Samples by Contractor | Subcontractual Relations |
| 3.12 | 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1 |
| Rights and Remedies | Submittals |
| 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, | 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, |
| 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, | 9.8, 9.9.1, 9.10.2, 9.10.3 |
| 12.2.4, 13.3, 14, 15.4 | Submittal Schedule |
| Royalties, Patents and Copyrights | 3.10.2, 3.12.5, 4.2.7 |
| 3.17 | Subrogation, Waivers of |
| Rules and Notices for Arbitration | 6.1.1, 11.3 |
| 15.4.1 | Substances, Hazardous |
| Safety of Persons and Property | 10.3 |
| 10.2, 10.4 | Substantial Completion |
| Safety Precautions and Programs | 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, |
| 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4 | 12.2, 15.1.2 |
| Samples, Definition of | Substantial Completion, Definition of |
| 3.12.3 | 9.8.1 |
| Samples, Shop Drawings, Product Data and | Substitution of Subcontractors |
| 3.11, 3.12, 4.2.7 | 5.2.3, 5.2.4 |
| Samples at the Site, Documents and | Substitution of Architect |
| 3.11 | 2.3.3 |
| Schedule of Values | Substitutions of Materials |
| 9.2, 9.3.1 | 3.4.2, 3.5, 7.3.8 |
| Schedules, Construction | Sub-subcontractor, Definition of |
| 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2 | 5.1.2 |
| Separate Contracts and Contractors | Subsurface Conditions |
| 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2 | 3.7.4 |
| Separate Contractors, Definition of | Successors and Assigns |

Init.

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(3B9ADA31)

| | |
|---|--|
| 13.2 | 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, |
| Superintendent | 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, |
| 3.9, 10.2.6 | 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, |
| Supervision and Construction Procedures | 15.1.2, 15.1.3, 15.4 |
| 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, | Time Limits on Claims |
| 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4 | 3.7.4, 10.2.8, 15.1.2, 15.1.3 |
| Suppliers | Title to Work |
| 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, | 9.3.2, 9.3.3 |
| 9.10.5, 14.2.1 | UNCOVERING AND CORRECTION OF WORK |
| Surety | 12 |
| 5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, | Uncovering of Work |
| 15.2.7 | 12.1 |
| Surety, Consent of | Unforeseen Conditions, Concealed or Unknown |
| 9.8.5, 9.10.2, 9.10.3 | 3.7.4, 8.3.1, 10.3 |
| Surveys | Unit Prices |
| 1.1.7, 2.3.4 | 7.3.3.2, 9.1.2 |
| Suspension by the Owner for Convenience | Use of Documents |
| 14.3 | 1.1.1, 1.5, 2.3.6, 3.12.6, 5.3 |
| Suspension of the Work | Use of Site |
| 3.7.5, 5.4.2, 14.3 | 3.13, 6.1.1, 6.2.1 |
| Suspension or Termination of the Contract | Values, Schedule of |
| 5.4.1.1, 14 | 9.2, 9.3.1 |
| Taxes | Waiver of Claims by the Architect |
| 3.6, 3.8.2.1, 7.3.4.4 | 13.3.2 |
| Termination by the Contractor | Waiver of Claims by the Contractor |
| 14.1, 15.1.7 | 9.10.5, 13.3.2, 15.1.7 |
| Termination by the Owner for Cause | Waiver of Claims by the Owner |
| 5.4.1.1, 14.2, 15.1.7 | 9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7 |
| Termination by the Owner for Convenience | Waiver of Consequential Damages |
| 14.4 | 14.2.4, 15.1.7 |
| Termination of the Architect | Waiver of Liens |
| 2.3.3 | 9.3, 9.10.2, 9.10.4 |
| Termination of the Contractor Employment | Waivers of Subrogation |
| 14.2.2 | 6.1.1, 11.3 |
| TERMINATION OR SUSPENSION OF THE | Warranty |
| CONTRACT | 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, |
| 14 | 15.1.2 |
| Tests and Inspections | Weather Delays |
| 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, | 8.3, 15.1.6.2 |
| 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4 | Work, Definition of |
| TIME | 1.1.3 |
| 8 | Written Consent |
| Time, Delays and Extensions of | 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, |
| 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, | 13.2, 13.3.2, 15.4.4.2 |
| 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5 | Written Interpretations |
| Time Limits | 4.2.11, 4.2.12 |
| | Written Orders |
| | 1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1 |

ARTICLE 1 GENERAL PROVISIONS**§ 1.1 Basic Definitions****§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 The Project Manual The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications. Within three days of receipt of documents, the Contractor shall check his copies of the Project Manual with the Index bound therein to be sure that they are complete.

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§ 1.1.10 Additional Abbreviations and Definitions

Additional abbreviations and definitions are covered under in Division I of the Project Manual, in the Divisions 21, 22, 23, 26, 27, 28, 31, 32 and 33, and on the Drawings.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use the Architect’s standard Electronic Document Release, attached hereto as Exhibit YY and incorporated for reference, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Architect shall use Autodesk AutoCAD (Computer-Aided Design) or Revit Building Information Modeling (“BIM”) as a design tool, only. The CAD file or BIM model shall not be a Construction Document. Construction Documents shall be delivered by Architect and its Consultants as a traditional two-dimensional set of plans. Architect shall share its CAD file or BIM model with Owner or Contractor for their convenience, and subject to Architect’s standard Electronic Document Release, attached hereto as Exhibit YY and incorporated for reference. Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in the Architect’s standard Electronic Document Release, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 Evidence of the Owner’s Financial Arrangements

§ 2.2.1 Owner reasonably believes at the time of entering into this Agreement that sufficient funds are available and authorized by the Owner to finance this Work through final completion, within the Owner’s appropriations or limitations. This assertion is based on the public records of the Owner and the financial capacity represented therein. Notwithstanding, no portion of this section shall eliminate Owner’s right to suspend or terminate this Agreement, as provided for in Article 14 of the General Conditions.

(Paragraph Deleted)

§ 2.2.2 The Owner shall pay the general fire & life safety and structural plan checking fee, general building permit fee, and system development charges (SDC) required by City, County or State Building Departments. All subcontract plan check and permit fees, and all Bidder designed and engineered system plan check and permit fees will be the responsibility of the Contractor.

§ 2.2.3 The Contractor will be furnished free of charge two (2) copies of the Drawings and Project manual. Additional sets will be furnished at the cost of reproduction, postage and handling.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor two (2) copies of the Contract Documents and Project Manuals for purposes of making reproductions pursuant to Section 1.5.2. Additional sets will be furnished at the cost of reproduction, postage and handling.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2.1 Notwithstanding the provisions of 3.2.2 above, the Contractor shall endeavor to discover any errors, omissions, or inconsistencies in the Contract Documents or with field conditions, to the best of their knowledge and capability, and to the generally accepted level of competence for the construction industry in the geographic location of this project, so as to avoid any adverse impact on either time or cost to the Project.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.3.1 Notwithstanding the provisions of 3.2.3 above, the Contractor shall, to the best of their knowledge and capability, and to the generally accepted level of competence for the construction industry in the geographic location of this project, be responsible to perform all Work under this Contract in accordance with all applicable building codes and regulations.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 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.

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§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 Refer to Project Manual Section 01 10 00, Owner Furnished Work, for additional requirements.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

§ 3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider a request for the substitution of products in place of those specified only under the conditions set forth in Section 01 25 00, "Substitution Procedures".

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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3.4.4 In accordance with ORS 279C.520, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay: (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540. This provision will not apply if the Contractor is currently a party to a collective bargaining agreement in effect with any labor organization.

§3.4.5 Contractor shall cause a circular to be posted in accordance with ORS 279C.545 and ORS 279C.840 regarding claim rights and limitations for overtime pay and benefits.

§3.4.6 Contractor agrees to be bound by and shall fully comply with ORS 279C.800 through 279C.875, concerning payment of not less than prevailing wage rates. Contractor shall ensure that each worker in each trade or occupation who is employed in the performance of the Work under these Contract Documents, either by Contractor, Subcontractor, or other person doing or contracting to do the whole or any part of the Work, shall be paid not less than the applicable prevailing wage rates.

§ 3.5 Warranty

§ 3.5.1 Contractor shall provide a full warranty for all Work, for a period of one (1) year from the date of Final Acceptance of all Work. Contractor shall supply all manufacturer warranties to Owner no later than Final Completion.

§ 3.5.2 In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling,

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washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended ten (10) years from the date of completion of such repair.

§ 3.5.3 If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this Section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

§ 3.5.4 Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial Completion, for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

§ 3.5.5 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 All fees except as specified above under subparagraph 2.2.2.1 shall be included in the Contract and shall be paid by Contractor. Contractor is to secure all certificates of inspection and of occupancy as required by the public authority. Each Subcontractor shall secure and pay for all special permits, fees and licenses for his work. Deliver all permits and certificates to Owner at completion.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or 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 of such remains or features may be made as provided in Article 15.

§3.7.6 Contractor shall conform to the requirements of all permits required to complete the Project. Such requirements are hereby made a part of these Contract Documents as fully and completely as though the same were set forth herein.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor and all Subcontractors, suppliers and manufacturers shall schedule materials, deliveries and installations to conform with the Contractor's progress schedule, and provisions to this effect shall be included in all subcontracts. The Contractor shall schedule and coordinate the work of all Contractors on the project through the use of a CPM schedule, under the conditions set forth in Section 01 32 00 "Construction Progress Documentation".

§ 3.10.5 The Contractor shall furnish and pay for preparation of the CPM schedule, based on Contractor input as set forth herein above including monthly updating thereof, and include costs for same in the Base Bid.

§ 3.10.6 The construction schedule shall be organized with line items to match the Table of Contents of the Project Manual.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and

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coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The method, type, and number of shop drawings and samples are to be submitted as set forth in the Project Manual, Section 01 33 00; conform thereto.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Provisions for cutting and

patching are included in the Project Manual, Section 01 73 01; conform thereto. Any references to Paragraph 3.14 elsewhere in the Contract Documents shall be read as referring to the same subject matter in Section 01 73 00.

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§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, and their respective consultants, agents, officers, directors, and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees (both at trial and on appeal), relating to, arising out of, or resulting from, directly or indirectly, performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Contractor shall defend Owner and Architect (using legal counsel reasonably acceptable to each) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used in this Section 3.18, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 The Architect is not bound to define the limits of any subcontract, and will not enter into disputes between the Contractor and their employees, including subcontractors.

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§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.7.1 Review of submittals is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the Contractor's responsibility to perform all Construction Contract requirements with no change in contract price or time. Any

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action shown by the Architect is subject to the requirements of the plans, specifications and other Contract Documents. The Contractor is responsible to confirm and correlate dimensions at the site, for information that pertains to the fabrication processes, for the means, methods, techniques, procedures, sequences and quantities necessary to complete the Construction Contract and for coordination of the work of all trades and satisfactory performance of its work. The review by the Architect is undertaken solely to satisfy Architect's obligations, if any, to the Owner and shall not give rise to any claim by the Contractor or other parties against the Architect or Owner.

§ 4.2.8 The Architect may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, but in no case later than seven (7) days, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2)

Init.

requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Not later than ten (10) days after the Notice to Proceed, the Contractor shall provide the Owner with copies of all Subcontractor agreements with a contract value of \$50,000.00 or greater. These Subcontractor agreements shall match those submitted on the First-Tier Subcontractor Disclosure Form in the Project Manual, Section 00 45 21.

This provision is in addition to, and not in lieu of, Contractor's requirement to provide the First-Tier Subcontractor Disclosure Form required pursuant to ORS 279C3.70.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

Init.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

Init.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Contractor and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Change Orders shall be prepared on AIA Document G701.

§ 7.2.3 The Contractor shall submit quotations in response to Architect's request for proposal in a timely fashion so as to avoid delay in the construction schedule, but no later than 14 days from initial receipt of the request.

§ 7.2.4 Contractor, and subcontractors through the Contractor, shall set forth documentation in accordance with applicable provisions of Paragraph 8.3 covering disruptions or delays, if any, to be caused in the Work due to change orders.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Contractor and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 The Contractor shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable

Init.

amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.6 Upon written acceptance by the Owner and the Architect of a Construction Change Directive, the Construction Change Directive shall be effective immediately and shall be recorded as a Change Order, and the Contractor shall promptly proceed with the change in the Work. If the Contractor disagrees with any adjustments made by the Architect in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions in Article 15.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change subject to the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

Init.

change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 The Contractor and the Contractor’s surety shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay beyond the Substantial and Final Completion. Liquidated damages for failure to meet the Substantial Completion date shall be five hundred dollars (\$500) per calendar day until the issuance of the Certificate of Substantial Completion. Liquidated damages shall be one thousand dollars (\$1,000) per calendar day for each day that expires after the time specified in the Contract Documents for the Work to reach Final Completion and be ready for final payment.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Contractor’s unit prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT), as may be amended.

Init.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Retainage will be withheld at a rate of five (5) percent.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the

Init.

Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 Failure to present affidavit pertaining to wages paid as required by the Contract Documents.
- .9 Delay by the Contractor.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

Init.

agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seventeen (17) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ten (10) days after the date established in the Contract Documents, the amount certified by the Architect then the Contractor may, upon seven (7) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up as provided for in the Contract Documents.

§ 9.8 Substantial Completion and Final Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so

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that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, and the Contractor has met all prerequisite items specified in Section 01 77 00 and has provided to Owner an occupancy permit issued by the Building Department having jurisdiction, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Should re-inspections be required because of failure of the Work to comply with claims of status of completion made by the Contractor, and the Owner incur costs for these unexpected additional services, then it is agreed that the Owner shall have the right to deduct the cost for such services from the final payment due the Contractor, subject to the following limitations:

- .1 That the Owner's claims for unnecessary re-inspections apply only to the period beginning with the Contractor's notice of substantial completion, and ending on the date of final acceptance;
- .2 That the definition of unnecessary inspections, and the cost for same shall be as set forth in Division 1 of this Project Manual, Section 01 77 00, entitled "Contract Closeout".

§ 9.8.7 Final Completion occurs when Contractor is eligible to receive the Final Payment as defined in §5.2 of the Agreement.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect

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finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Contractor must conform to the additional provisions pertaining to final acceptance of the Project and release of retainage are specified in Section 01 77 00 of this Project Manual.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 Contractor shall designate a competent, qualified, and experienced safety representative at the Site whose duties and responsibilities shall include enforcement of Local, State, and Federal safety regulations regarding excavations, the prevention of accidents, and the maintenance and supervision of construction site safety precautions and programs.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

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by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions of this Agreement. Insurance coverages shall be not less than the following:

§ 11.1.2 Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of \$2,000,000 for each occurrence and \$5,000,000 general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of \$2,000,000 per occurrence, Fire Damage (any one fire) in the minimum amount of \$50,000, and Medical Expense (any one person) in the minimum amount of \$10,000. Contractor may obtain Excess Liability (Umbrella) coverage to meet the minimum insurance coverage amounts. All of the foregoing coverages must be carried and maintained at all times during this Contract.

§ 11.1.3 Professional Errors and Omissions Coverage. Contractor will be required agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than \$2,000,000 per claim. Contractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective before the commencement of any work by Contractor on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement. **§ 11.1.3**

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Business Automobile Liability Insurance. If Contractor will be using a motor vehicle in the performance of the Services herein, Contractor shall provide the City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

§ 11.1.4 Workers Compensation Insurance. Contractor and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident

§ 11.1.5 Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice form the Contractor or its insurer(s) to the City of Wilsonville Public Works Department.

§ 11.1.6 Certificates of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor will be required to furnish acceptable insurance certificates to the City of Wilsonville prior to issuance of a Notice to Proceed. The certificate will specify all of the parties who are Additional Insured. Insuring Companies or entities are subject to the City of Wilsonville acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City of Wilsonville. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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11.1.7 The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, its officers and employees, the Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy **under coverage as broad as I.S.O. Forms CG 2010 or CG 2032, or their equivalent.** This insurance will include a severability of interest (cross liability clause). The Contractor's policy shall be designated as primary for both defense and indemnity, and any Owner's policies shall be excess."

§ 11.1.8 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverages as applicable).
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

§ 11.1.9 The General Liability coverages are to be provided by a Commercial General Liability Policy on an occurrence form. Claims made policies will not be accepted. General Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

§ 11.1.10 The Contractor shall not commence work under this Contract until they have obtained all the insurance required herein and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor herein.

§ 11.1.11. The City will maintain, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood for an amount equal to the full amount of the Contract. Any deductible shall not exceed 2

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percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor, and its Subcontractors as their interest may appear

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§ 11.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4 Waiver of Subrogation

§ 11.4.1 Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided by Contractor for the benefit of Owner.

§ 11.5 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§ 11.6 Adjustment and Settlement of Insured Loss

§ 11.6.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.6.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

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§ 12.2 Correction of Work**§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS**§ 13.1 Governing Law**

The Contract shall be governed by the law of the State of Oregon, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. Independent laboratory or Special Inspector’s tests for certain items of work will be paid for by the Owner as set forth under Section 01 45 00. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner’s expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect’s services and expenses, shall be at the Contractor’s expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs Deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

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- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived in writing, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

Init.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner’s convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages or to seek relief in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. No claim shall be valid unless so made.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by Contractor shall be initiated by notice to Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. No claim shall be valid unless made.

(Paragraph Deleted)

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, or Section 6.3 of the AIA Document A101-2017, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

Init.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

Init.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(Paragraph Deleted)

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, may be subject to mediation if agreed to by the parties. If the parties agree to mediation, a mediator will be selected through Arbitration Services of Portland in accordance with its processes and procedures.

(Paragraph Deleted)

§ 15.3.3 The parties shall share the mediator's fee.. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in the court specified in Section 6.2 of the Contract.

§ 15.4 Dispute Resolution

§ 15.4.1 Dispute resolution is subject to the requirements of

(Paragraphs Deleted)

Section 6.2 of the Contract.

Init.

Additions and Deletions Report for AIA® Document A201® – 2017

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PAGE 1

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...

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2525 E Burnside St
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T: 503-226-3617
ORBAE Registration No. ARF-0357

PAGE 10

ARTICLE 1 GENERAL PROVISIONS

...

§ 1.1.9 The Project Manual The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications. Within three days of receipt of documents, the Contractor shall check his copies of the Project Manual with the Index bound therein to be sure that they are complete.

PAGE 11

§ 1.1.10 Additional Abbreviations and Definitions

...

Additional abbreviations and definitions are covered under in Division 1 of the Project Manual, in the Divisions 21, 22, 23, 26, 27, 28, 31, 32 and 33, and on the Drawings.

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User Notes:

(3B9ADA31)

PAGE 12

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, the Architect's standard Electronic Document Release, attached hereto as Exhibit YY and incorporated for reference,~~ to establish the protocols for the development, use, transmission, and exchange of digital data.

...

Architect shall use Autodesk AutoCAD (Computer-Aided Design) or Revit Building Information Modeling ("BIM") as a design tool, only. The CAD file or BIM model shall not be a Construction Document. Construction Documents shall be delivered by Architect and its Consultants as a traditional two-dimensional set of plans. Architect shall share its CAD file or BIM model with Owner or Contractor for their convenience, and subject to Architect's standard Electronic Document Release, attached hereto as Exhibit YY and incorporated for reference. Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, the Architect's standard Electronic Document Release, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

~~§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately. Owner reasonably believes at the time of entering into this~~

...

~~§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents. Agreement that sufficient funds are available and authorized by the Owner to finance this Work through final completion, within the Owner's appropriations or limitations. This assertion is based on the public records of the Owner and the financial capacity represented therein. Notwithstanding, no portion of this section shall eliminate Owner's right to suspend or terminate this Agreement, as provided for in Article 14 of the General Conditions.~~

...

~~§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

...

~~§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order.~~ 2.2.2 The Owner shall pay the general fire & life safety and structural plan checking fee, general building permit fee, and system development charges (SDC) required by City, County or State Building Departments. All subcontract plan check and permit fees, and all Bidder designed and engineered system plan check and permit fees will be the responsibility of the Contractor.

...

~~The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~ § 2.2.3 The Contractor will be furnished free of charge two (2) copies of the Drawings and Project manual. Additional sets will be furnished at the cost of reproduction, postage and handling.

PAGE 13

~~§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy~~ two (2) copies of the Contract Documents and Project Manuals for purposes of making reproductions pursuant to Section 1.5.2. Additional sets will be furnished at the cost of reproduction, postage and handling.

PAGE 14

~~§ 3.2.2.1 Notwithstanding the provisions of 3.2.2 above, the Contractor shall endeavor to discover any errors, omissions, or inconsistencies in the Contract Documents or with field conditions, to the best of their knowledge and capability, and to the generally accepted level of competence for the construction industry in the geographic location of this project, so as to avoid any adverse impact on either time or cost to the Project.~~

...

~~§ 3.2.3.1 Notwithstanding the provisions of 3.2.3 above, the Contractor shall, to the best of their knowledge and capability, and to the generally accepted level of competence for the construction industry in the geographic location of this project, be responsible to perform all Work under this Contract in accordance with all applicable building codes and regulations.~~

PAGE 15

~~§ 3.4.1.1 Refer to Project Manual Section 01 10 00, Owner Furnished Work, for additional requirements.~~

...

~~§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the~~

consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive Order.

...

§ 3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider a request for the substitution of products in place of those specified only under the conditions set forth in Section 01 25 00, "Substitution Procedures".

...

§ 3.5 Warranty

...

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The 3.4.4 In accordance with ORS 279C.520, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay: (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540. This provision will not apply if the Contractor is currently a party to a collective bargaining agreement in effect with any labor organization.

...

§3.4.5 Contractor shall cause a circular to be posted in accordance with ORS 279C.545 and ORS 279C.840 regarding claim rights and limitations for overtime pay and benefits.

...

Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free §3.4.6 Contractor agrees to be bound by and shall fully comply with ORS 279C.800 through 279C.875, concerning payment of not less than prevailing wage rates. Contractor shall ensure that each worker in each trade or occupation who is employed in the performance of the Work under these Contract Documents, either by Contractor, Subcontractor, or other person doing or contracting to do the whole or any part of the Work, shall be paid not less than the applicable prevailing wage rates.

...

§ 3.5 Warranty

...

from defects, except § 3.5.1 Contractor shall provide a full warranty for all Work, for a period of one (1) year from the date of Final Acceptance of all Work. Contractor shall supply all manufacturer warranties to Owner no later than Final Completion.

PAGE 16

~~for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.~~ § 3.5.2 In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended ten (10) years from the date of completion of such repair.

...

~~If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality~~ § 3.5.3 If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this Section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

...

~~§ 3.5.4~~ § 3.5.4 Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial Completion, for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and equipment and/or workmanship, and Contractor agrees it is bound thereby.

...

~~§ 3.5.2~~ § 3.5.5 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

...

§ 3.7.1.1 All fees except as specified above under subparagraph 2.2.2.1 shall be included in the Contract and shall be paid by Contractor. Contractor is to secure all certificates of inspection and of occupancy as required by the public authority. Each Subcontractor shall secure and pay for all special permits, fees and licenses for his work. Deliver all permits and certificates to Owner at completion.

PAGE 17

§ 3.7.6 Contractor shall conform to the requirements of all permits required to complete the Project. Such requirements are hereby made a part of these Contract Documents as fully and completely as though the same were set forth herein.

PAGE 18

§ 3.10.4 The Contractor and all Subcontractors, suppliers and manufacturers shall schedule materials, deliveries and installations to conform with the Contractor's progress schedule, and provisions to this effect shall be included in all subcontracts. The Contractor shall schedule and coordinate the work of all Contractors on the project through the use of a CPM schedule, under the conditions set forth in Section 01 32 00 "Construction Progress Documentation".

...

§ 3.10.5 The Contractor shall furnish and pay for preparation of the CPM schedule, based on Contractor input as set forth herein above including monthly updating thereof, and include costs for same in the Base Bid.

...

§ 3.10.6 The construction schedule shall be organized with line items to match the Table of Contents of the Project Manual.

PAGE 19

§ 3.12.11 The method, type, and number of shop drawings and samples are to be submitted as set forth in the Project Manual, Section 01 33 00; conform thereto.

...

§ 3.14 Cutting and Patching Provisions for cutting and

...

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. **patching are included in the Project Manual, Section 01 73 01; conform thereto. Any references to Paragraph 3.14 elsewhere in the Contract**

...

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work. **Documents shall be read as referring to the same subject matter in Section 01 73 00.**

PAGE 20

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, ~~Architect's consultants, and agents~~ and their respective consultants, agents, officers, directors, and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, ~~arising out of or resulting from~~ fees (both at trial and on appeal), relating to, arising out of, or resulting from, directly or indirectly, performance of the Work, provided that such claim, damage, loss, or expense is

attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Contractor shall defend Owner and Architect (using legal counsel reasonably acceptable to each) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used in this Section 3.18, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

...

§ 4.1.3 The Architect is not bound to define the limits of any subcontract, and will not enter into disputes between the Contractor and their employees, including subcontractors.

PAGE 22

~~§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and~~ 4.2.7.1 Review of submittals is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the Contractor's responsibility to perform all Construction Contract requirements with no change in contract price or time. Any action shown by the Architect is subject to the requirements of the plans, specifications and other Contract Documents. The Contractor is responsible to confirm and correlate dimensions at the site, for information that pertains to the fabrication processes, for the means, methods, techniques, procedures, sequences and quantities necessary to complete the Construction Contract and for coordination of the work of all trades and satisfactory performance of its work. The review by the Architect is undertaken solely to satisfy Architect's obligations, if any, to the Owner and shall not give rise to any claim by the Contractor or other parties against the Architect or Owner.

...

§ 4.2.8 The Architect may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

PAGE 23

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, but in no case later than seven (7) days, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

§ 5.2.5 Not later than ten (10) days after the Notice to Proceed, the Contractor shall provide the Owner with copies of all Subcontractor agreements with a contract value of \$50,000.00 or greater. These Subcontractor agreements shall match those submitted on the First-Tier Subcontractor Disclosure Form in the Project Manual, Section 00 45 21. This provision is in addition to, and not in lieu of, Contractor's requirement to provide the First-Tier Subcontractor Disclosure Form required pursuant to ORS 279C3.70.

PAGE 25

§ 7.2.1 A Change Order is a written instrument prepared by the ~~Architect-Contractor~~ and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

...

§ 7.2.2 Change Orders shall be prepared on AIA Document G701.

...

§ 7.2.3 The Contractor shall submit quotations in response to Architect's request for proposal in a timely fashion so as to avoid delay in the construction schedule, but no later than 14 days from initial receipt of the request.

...

§ 7.2.4 Contractor, and subcontractors through the Contractor, shall set forth documentation in accordance with applicable provisions of Paragraph 8.3 covering disruptions or delays, if any, to be caused in the Work due to change orders.

...

§ 7.3.1 A Construction Change Directive is a written order prepared by the ~~Architect-Contractor~~ and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

PAGE 26

§ 7.3.4 ~~If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect-The Contractor shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:~~

...

§ 7.3.5 ~~If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.~~ 7.3.6 Upon written acceptance by the Owner and the

...

7.3.6 Upon receipt of a Construction Change Directive, Architect of a Construction Change Directive, the Construction Change Directive shall be effective immediately and shall be recorded as a Change Order, and the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. ~~Work. If the Contractor disagrees with any adjustments made by the Architect in the Contract~~

...

~~§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order. Time, the Contractor may make a Claim in accordance with applicable provisions in Article 15.~~

...

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that ~~change~~ change subject to the following schedule:

...

.1 For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.

...

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.

...

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.

...

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.

...

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

...

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

...

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the ~~Architect-Contractor~~ will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

PAGE 27

§ 8.3.4 The Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay beyond the Substantial and Final Completion.

Liquidated damages for failure to meet the Substantial Completion date shall be five hundred dollars (\$500) per calendar day until the issuance of the Certificate of Substantial Completion. Liquidated damages shall be one thousand dollars (\$1,000) per calendar day for each day that expires after the time specified in the Contract Documents for the Work to reach Final Completion and be ready for final payment.

...

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Contractor's unit prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT), as may be amended.

PAGE 28

§ 9.3.1.3 Retainage will be withheld at a rate of **five (5) percent**.

PAGE 29

.8 Failure to present affidavit pertaining to wages paid as required by the Contract Documents.

...

.9 Delay by the Contractor.

PAGE 30

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ~~seven-seventeen~~ (17) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven-ten~~ (10) days after the date established in the Contract Documents, the amount certified by the Architect ~~or awarded by binding dispute resolution,~~ then the Contractor may, upon seven (7) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and ~~start-up, plus interest as start-upas~~ provided for in the Contract Documents.

...

§ 9.8 Substantial Completion and Final Completion

PAGE 31

§ 9.8.4 When the Work or designated portion thereof is substantially complete, and the Contractor has met all prerequisite items specified in Section 01 77 00 and has provided to Owner an occupancy permit issued by the Building Department having jurisdiction, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

...

§ 9.8.6 Should re-inspections be required because of failure of the Work to comply with claims of status of completion made by the Contractor, and the Owner incur costs for these unexpected additional services, then it is agreed that the Owner shall have the right to deduct the cost for such services from the final payment due the Contractor, subject to the following limitations:

...

.1 That the Owner's claims for unnecessary re-inspections apply only to the period beginning with the Contractor's notice of substantial completion, and ending on the date of final acceptance;

...

.2 That the definition of unnecessary inspections, and the cost for same shall be as set forth in Division 1 of this Project Manual, Section 01 77 00, entitled "Contract Closeout".

...

§ 9.8.7 Final Completion occurs when Contractor is eligible to receive the Final Payment as defined in §5.2 of the Agreement.

PAGE 32

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Contractor must conform to the additional provisions pertaining to final acceptance of the Project and release of retainage are specified in Section 01 77 00 of this Project Manual.

PAGE 33

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. Contractor shall designate a competent, qualified, and experienced safety representative at the Site whose duties and responsibilities shall include enforcement of Local, State, and Federal safety regulations regarding excavations, the prevention of accidents, and the maintenance and supervision of construction site safety precautions and programs.

PAGE 34

~~§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The conditions of this Agreement. Insurance coverages shall be not less than the following:~~

...

~~Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~ § 11.1.2 Commercial General Liability Insurance.

~~Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of \$2,000,000 for each occurrence and \$5,000,000 general aggregate and shall include Products-Completed Operations Aggregate in the~~

...

~~§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located minimum amount of \$2,000,000 per occurrence, Fire Damage (any one fire) in the minimum amount of \$50,000, and Medical Expense (any one person) in the minimum amount of \$10,000. Contractor may obtain Excess Liability (Umbrella) coverage to meet the minimum insurance coverage amounts. All of the foregoing coverages must be carried and maintained at all times during this Contract.~~

PAGE 35

~~§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. Professional Errors and Omissions Coverage. Contractor will be required agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than \$2,000,000 per claim. Contractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective before the commencement of any work by Contractor on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.~~ § 11.1.3 Business Automobile Liability Insurance. If Contractor will be using a motor vehicle in the performance of the Services herein, Contractor shall provide the City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

...

~~§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual Workers Compensation Insurance. Contractor and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who~~

perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident

...

cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until § 11.1.5 Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice form the Contractor or its insurer(s) to the City of Wilsonville Public Works Department.

...

the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. § 11.1.6 Certificates of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor will be required to furnish acceptable insurance certificates to the City of Wilsonville prior to issuance of a Notice to Proceed. The certificate will specify all of the parties who are Additional Insured. Insuring Companies or entities are subject to the City of Wilsonville acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City of Wilsonville. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

...

§ 11.2 Owner's Insurance

...

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain 11.1.7 The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

...

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives. The Owner, its officers and employees, the Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy under coverage as broad as I.S.O. Forms CG 2010 or CG 2032, or their equivalent. This insurance will include a severability of interest (cross liability clause). The Contractor's policy shall be designated as primary for both defense and indemnity, and any Owner's policies shall be excess."

...

all rights against the Contractor, Subcontractors, § 11.1.8 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

...

1. Premises Operations (including X, C and U coverages as applicable).

...

2. Independent Contractor's Protective.

...

3. Products and Completed Operations.

...

4. Personal Injury Liability with Employment Exclusion deleted.

...

5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.

...

~~and Sub-subcontractors~~ 6. Owned, non-owned and hired motor vehicles.

...

7. Broad Form Property Damage including Completed Operations.

...

~~to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~ § 11.1.9 The General Liability coverages are to be provided by a Commercial General Liability Policy on an occurrence form. Claims made policies will not be accepted. General Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

...

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the-~~ § 11.1.10 The Contractor shall not commence work under this Contract until they have obtained all the insurance required herein and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor herein.

PAGE 36

insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance. § 11.1.11. The City will maintain, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood for an amount equal to the full amount of the Contract. Any deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor, and its Subcontractors as their interest may appear

...

§ 11.3 Waivers of Subrogation

...

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from 11.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

...

the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. § 11.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

...

§ 11.3.2 If during the Project construction period the Owner insures properties, real 11.4 Waiver of Subrogation

...

or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance. § 11.4.1 Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided by Contractor for the benefit of Owner.

...

§ 11.4-11.5 Loss of Use, Business Interruption, and Delay in Completion Insurance

...

The Owner, at the Owner’s option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner’s property, or the inability to conduct normal operations, due to fire or other causes of loss. ~~The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner’s property, due to fire or other hazards however caused.~~

...

§ 11.5-11.6 Adjustment and Settlement of Insured Loss

...

~~§ 11.5.1-11.6.1~~ A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

...

~~§ 11.5.2-11.6.2~~ Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

PAGE 37

~~§ 12.2.2.1~~ In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty condition.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

...

~~The Contract shall be governed by the law of the place where the Project is located, State of Oregon, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

PAGE 38

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. Independent laboratory or Special Inspector's tests for certain items of work will be paid for by the Owner as set forth under Section 01 45 00. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

...

§ 13.5 Interest

...

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

PAGE 39

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly ~~waived, waived in writing,~~ such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

PAGE 40

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

...

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages or to seek relief in accordance with the Contract Documents.

...

~~The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. No claim shall be valid unless so made.~~

...

~~§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, Contractor shall be initiated by notice to the other party Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. No claim shall be valid unless made.~~

...

~~§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~

...

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, or Section 6.3 of the AIA Document A101-2017, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

PAGE 42

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate ~~or pursue binding dispute resolution proceedings~~ with respect to the initial decision.

...

~~§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

...

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, ~~shall~~ may be subject to mediation ~~as a condition precedent to binding dispute resolution if agreed to~~

...

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings by the parties. If the parties agree to mediation, a mediator will be selected through Arbitration Services of Portland in accordance with its processes and procedures.~~

...

~~§ 15.3.3~~ Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

...

~~§ 15.3.4-15.3.3~~ The parties shall share the mediator's fee and any filing fees equally. ~~fee.~~ The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in ~~any court having jurisdiction thereof; the court specified in Section 6.2 of the Contract.~~

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§ 15.4 Arbitration Dispute Resolution

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~~§ 15.4.1~~ If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. Dispute resolution is subject to the requirements of

...

~~§ 15.4.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

...

~~§ 15.4.2~~ The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

...

~~§ 15.4.3~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

...

§ 15.4.4 Consolidation or Joinder

...

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

...

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

...

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement. Section 6.2 of the Contract.~~

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 19:22:48 ET on 06/02/2022 under Order No. 2114330221 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)