



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Twenty-Ninth day of August in the year Two Thousand Twenty-Four
(In words, indicate day, month, and year.)

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

City of Valley City
254 2nd Avenue Northeast
Valley City, ND 58072

and the Construction Manager:
(Name, address, and other information)

McGough Construction Co., LLC
630 1st Avenue North, Suite 4
Fargo, ND 58102

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

Valley City Public Works Service Center
1416 Main Street East
Valley City, ND 58072

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

Engineers-Architects, P.C.
112 Roberts St. North, Suite 300
Fargo, ND 58102

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 GENERAL PROVISIONS**
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**
- 4 OWNER'S RESPONSIBILITIES**
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE**
- 8 DISCOUNTS, REBATES, AND REFUNDS**
- 9 SUBCONTRACTS AND OTHER AGREEMENTS**
- 10 ACCOUNTING RECORDS**
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**
- 12 DISPUTE RESOLUTION**
- 13 TERMINATION OR SUSPENSION**
- 14 MISCELLANEOUS PROVISIONS**
- 15 SCOPE OF THE AGREEMENT**

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**
- EXHIBIT B INSURANCE AND BONDS**

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Construct new 30000 Sq. Ft. public works service center facility that will hold vehicles and equipment for the city Water/Sewer department, Street Department, and Electric Department, along with 20-22 FTE's.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

N/A

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

\$8,000,000

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Project Development: July 2024
Owner Decision Making Process: August 2024
Design Development: September -November 2024
Construction Documents: December 2024 – March 2025
Bidding/ GMP/Award: April – May 2025

.2 Construction commencement date:

June 2025

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

TBD

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Gwen Crawford
254 2nd Avenue Northeast
Valley City, ND 58072
Phone: 701-845-81200Email: g Crawford@valleycity.us

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:

(List name, address and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, address, and other contact information.)

.1 Geotechnical Engineer:

Terracon
860 9th Street Northeast, Unit K
West Fargo, ND 58078
Sajib Sarkar
701.282.9633
Sajib.sarkar@terracon.com

.2 Civil Engineer:

KLJ Engineering
1010 4th Avenue Southwest
Valley City, ND 58072
Chad Petersen
701.845.9446
Chad.petersen@kljeng.com

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Structural, Mechanical, & Electrical - Design Consultant:
Engineers-Architects, P.C.
112 N Roberts Street, Suite 300
Fargo, ND 58102

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Nicholas Naujokas Engineers-Architects, P.C.
112 N. Roberts St., Suite 300
Fargo, ND 58102
Phone: 701.461.7222 Email: Nicholas.naujokas@eapc.net

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Thomas Dahl
McGough Construction Co., LLC
630 1st Avenue North, Suite 4
Fargo, ND 58102
Phone: 701.840.3241
Email: Thomas.dahl@mcgough.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

See attached Exhibit "D" – Supervisory and Administrative Personnel Billing Rates.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

Init.

(List any Owner-specific requirements for subcontractor procurement.)

None.

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

Init.

§ 3.1 Preconstruction Phase**§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Owner or Architect. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities. It is recognized that the Construction Manager's recommendations are made in the Construction Manager's capacity as a Construction Manager and not as a licensed design professional.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in the Contract Documents.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document.

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

Init.

/

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Construction Manager's contingency is intended to cover conditions which result in an increase in the Cost of the Work, and do not arise out of the Construction Manager's negligence, but do not entitle the Construction Manager to an increase in the Guaranteed Maximum Price. See attached Exhibit "H" – Construction Contingency.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties or other written authorization by the Owner to commence any Construction Phase Work. The written agreement or authorization shall set forth a description of the Work to be performed by the Construction Manager prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, or a similar Agreement, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The cost of the Construction Manager’s Preconstruction Phase services shall be the lump sum of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) which shall be included in the Guaranteed Maximum Price.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit "D" – Supervisory and Administrative Personnel Billing Rates.

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

The lesser of the highest amount permitted by law or Three Percent (3%) over the reference rate from time to time in effect at the Wells Fargo Bank. Construction Manager will not assess interest on minor delays due to normal processing procedures.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after commencement of the Construction Phase. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

The Construction Manager’s Fee shall be Two and Twenty-Five One Hundredths Percent (2.25%) of the Cost of the Work.

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

For Changes to the Work, the Construction Manager’s Fee shall be adjusted at the rate of Two and Twenty-Five One HundredthsPercent (2.25%) of the Cost of the Work associated with the Change.

§ 6.1.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

Subcontractor’s overhead and profit for increases in its portion of the work shall be limited to Ten Percent (10%) for Subcontractor’s overhead and profit.

§ 6.1.5 Rental rates for Construction Manager-owned equipment *(See Section 7.5.2.)*.

Init.

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

N/A

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Should the Contract Sum be less than the Guaranteed Maximum Price, then the difference shall constitute savings and One Hundred Percent (100%) of the savings shall be retained by the Owner.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

Init.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. The agreed billing rates, in lieu of actual cost, are set forth in the attached Exhibit "C" – Trade Labor Billing Rates. These rates will be adjusted annually on or around May 1st. Such adjusted rates shall not affect the GMP.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval. The agreed billing rates, in lieu of actual cost, are set forth in the attached Exhibit "D" – Supervisory and Administrative Personnel Billing Rates. These rates may be adjusted annually on or around January 1st. Such adjusted rates shall not affect the GMP.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work. *(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)* The agreed billing rates, in lieu of actual cost, are set forth in the attached Exhibit "D" – Supervisory and Administrative Personnel Billing Rates. These rates may be adjusted annually on or around January 1st. Such adjusted rates shall not affect the GMP.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. The agreed billing rates, in lieu of actual cost, are set forth in the attached Exhibit "D" – Supervisory and Administrative Personnel Billing Rates. These rates may be adjusted annually on or around January 1st. Such adjusted rates shall not affect the GMP.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. All such costs are included in the billing rates in Exhibits "C" and "D".

§ 7.2.5 Agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall be adjusted as outlined above.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. See attached Exhibit "G" – Consumables List.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. See attached Exhibit "E" – Small Tools List and Exhibit "F" – Equipment Rental

Init.

Rates. Small Tools (Exhibit "E") will be billed at Four Percent (4%) of the cost of labor. These rates will be adjusted annually on May 1st. Such adjusted rates shall not affect the GMP.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 The agreed rate to be charged, in lieu of actual cost, for General Liability Insurance, Automobile Insurance, Umbrella/Excess Insurance, Contractor's Pollution Insurance, and Contractor's Professional Liability Insurance, shall be Ninety-Five One Hundredths Percent (0.95%) of the Cost of the Work. The rate to be charged for Subcontractor Default Insurance ("SDI") shall be One and Two-Tenths Percent (1.2%) of the cost of the Subcontract Work.

§ 7.6.1.2 Intentionally Omitted

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, subscription services, and software, directly related to executing the Work, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

Init.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory, administrative and trade personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 Parking expenses of the Construction Manager's supervisory, administrative and trade personnel incurred in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. To the extent required to confirm that Construction Manager complies with this Agreement, the Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

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

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

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 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 Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager 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;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

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

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

Five Percent (5%).

§ 11.1.8.1.1 The following items are not subject to retainage:

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

There will be no retainage on the Work performed by the Construction Manager’s own forces, Construction Manager’s Fee, insurance, bonds, or general conditions.

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

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)

N/A

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

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts if different than the amount noted in Section 11.1.8.1, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made

Init.

exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager'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;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment,

(Paragraphs deleted)

and in no event more than Sixty (60) days from the date the Construction Manager submitted a final accounting for the Cost of the Work.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 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.

(Insert rate of interest agreed upon, if any.)

The lesser of the highest amount permitted by law or Three Percent (3%) over the reference rate from time to time in effect at the Wells Fargo Bank. Construction Manager will not assess interest on minor delays due to normal processing procedures.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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

Architect to serve as Initial Decision Maker.

§ 12.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

Init.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.2 or 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.3 or 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:57:24 ET on 08/29/2024 under Order No.2114423841 which expires on 10/22/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1413773138)

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

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

Construction Manager's Fee at the stated rate on all Work completed or in process, up to the time of termination.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. 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.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, 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.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000) for each occurrence and Four Million Dollars (\$4,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$1,000,000) 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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:57:24 ET on 08/29/2024 under Order No.2114423841 which expires on 10/22/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1413773138)

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
N/A.	

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

Prior to commencement of the Construction Phase, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

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

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

Notice pursuant to Section 1.6.1 of AIA Document A201-2017 may be given by electronic mail to the party’s email address specified in this Agreement or another email address where the party has received regular Project communications. Notice sent via electronic mail will be effective on the other party’s receipt of it.

§ 14.5 Other provisions:

N/A

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

Init.

.6 Other Exhibits:
(Check all boxes that apply.)

[N/A] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[N/A] Supplementary and other Conditions of the Contract:

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

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’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 C Trade Labor Billing Rates
- Exhibit D Supervisory and Administrative Personnel Billing Rates
- Exhibit E Small Tool List
- Exhibit F Equipment Rental Rates
- Exhibit G Consumables List
- Exhibit H Construction Contingency

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

CITY OF VALLEY CITY

DocuSigned by:
Dave Carlrud

OWNER (Signature)

Dave Carlrud Mayor
(Printed name and title)

McGOUGH CONSTRUCTION CO., LLC

DocuSigned by:
Jessi Wagner

CONSTRUCTION MANAGER (Signature)

Jessi Wagner
Senior Director & Senior Associate General Counsel
(Printed name and title)

Additions and Deletions Report for **AIA® Document A133® – 2019**

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 14:57:24 ET on 08/29/2024.

PAGE 1

AGREEMENT made as of the Twenty-Ninth day of August in the year Two Thousand Twenty-Four

...

(Name, ~~legal status~~, address, and other information)

City of Valley City
254 2nd Avenue Northeast
Valley City, ND 58072

...

(Name, ~~legal status~~, address, and other information)

McGough Construction Co., LLC
630 1st Avenue North, Suite 4
Fargo, ND 58102

...

Valley City Public Works Service Center
1416 Main Street East
Valley City, ND 58072

...

(Name, ~~legal status~~, address, and other information)

Engineers-Architects, P.C.
112 Roberts St. North, Suite 300
Fargo, ND 58102

PAGE 2

Construct new 30000 Sq. Ft. public works service center facility that will hold vehicles and equipment for the city Water/Sewer department, Street Department, and Electric Department, along with 20-22 FTE's.

...

N/A

PAGE 3

\$8,000,000

...
Project Development: July 2024
Owner Decision Making Process: August 2024
Design Development: September -November 2024
Construction Documents: December 2024 – March 2025
Bidding/ GMP/Award: April – May 2025

June 2025

...
To be determined.

...
N/A

...
N/A

...
TBD

...
N/A

...
Gwen Crawford
254 2nd Avenue Northeast
Valley City, ND 58072
Phone: 701-845-81200Email: g Crawford@valleycity.us

...
N/A

PAGE 4

(List name, ~~legal status~~, address, and other contact information.)

...
Terracon
860 9th Street Northeast, Unit K
West Fargo, ND 58078
Sajib Sarkar
701.282.9633
Sajib.sarkar@terracon.com

...

KLJ Engineering
1010 4th Avenue Southwest
Valley City, ND 58072
Chad Petersen
701.845.9446
Chad.petersen@kljeng.com

...

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Structural, Mechanical, & Electrical - Design Consultant:

Engineers-Architects,P.C.
112 N Roberts Street, Suite 300
Fargo, ND 58102

...

Nicholas Naujokas Engineers-Architects, P.C.
112 N. Roberts St., Suite 300
Fargo, ND 58102
Phone: 701.461.7222Email: Nicholas.naujokas@eapc.net

...

Thomas Dahl
McGough Construction Co., LLC
630 1st Avenue North, Suite 4
Fargo, ND 58102
Phone: 701.840.3241
Email: Thomas.dahl@mcgough.com

...

See attached Exhibit "D" – Supervisory and Administrative Personnel Billing Rates.

PAGE 5

None.

...

N/A

...

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: ~~Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law.~~ apply. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

PAGE 6

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished

by the Owner or Architect. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

...

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project and exchange of digital data.

PAGE 7

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities. It is recognized that the Construction Manager's recommendations are made in the Construction Manager's capacity as a Construction Manager and not as a licensed design professional.

...

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement, the Contract Documents.

...

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this ~~document~~document.

...

N/A

PAGE 8

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Construction Manager's contingency is intended to cover conditions which result in an increase in the Cost of the Work, and do not arise out of the Construction Manager's negligence, but do not entitle the Construction Manager to an increase in the Guaranteed Maximum Price. See attached Exhibit "H" – Construction Contingency.

PAGE 9

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the ~~parties.~~ The written agreement parties or other written authorization by the Owner to commence any Construction Phase Work. The written agreement or authorization shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed Manager prior to execution of the Guaranteed Maximum Price Amendment.

PAGE 10

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, or a similar Agreement, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the

Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

PAGE 11

The cost of the Construction Manager's Preconstruction Phase services shall be the lump sum of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) which shall be included in the Guaranteed Maximum Price.

...

See attached Exhibit "D" – Supervisory and Administrative Personnel Billing Rates.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid (—) Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

%—The lesser of the highest amount permitted by law or Three Percent (3%) over the reference rate from time to time in effect at the Wells Fargo Bank. Construction Manager will not assess interest on minor delays due to normal processing procedures.

...

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after ~~execution of the Guaranteed Maximum Price Amendment.~~ commencement of the Construction Phase. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

...

The Construction Manager's Fee shall be Two and Twenty-Five One Hundredths Percent (2.25%) of the Cost of the Work.

...

For Changes to the Work, the Construction Manager's Fee shall be adjusted at the rate of Two and Twenty-Five One Hundredths Percent (2.25%) of the Cost of the Work associated with the Change.

...

Subcontractor's overhead and profit for increases in its portion of the work shall be limited to Ten Percent (10%) for Subcontractor's overhead and profit.

§ 6.1.5 Rental rates for Construction Manager-owned equipment ~~shall not exceed — percent (—%) of the standard rental rate paid at the place of the Project.~~ (See Section 7.5.2.).

PAGE 12

N/A

...

Should the Contract Sum be less than the Guaranteed Maximum Price, then the difference shall constitute savings and One Hundred Percent (100%) of the savings shall be retained by the Owner.

PAGE 13

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. The agreed billing rates, in lieu of actual cost, are set forth in the attached Exhibit "C" – Trade Labor Billing Rates. These rates will be adjusted annually on or around May 1st. Such adjusted rates shall not affect the GMP.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval. The agreed billing rates, in lieu of actual cost, are set forth in the attached Exhibit "D" – Supervisory and Administrative Personnel Billing Rates. These rates may be adjusted annually on or around January 1st. Such adjusted rates shall not affect the GMP.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, ~~and limited to the personnel and activities listed below:~~ Work.

...

The agreed billing rates, in lieu of actual cost, are set forth in the attached Exhibit "D" – Supervisory and Administrative Personnel Billing Rates. These rates may be adjusted annually on or around January 1st. Such adjusted rates shall not affect the GMP.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. The agreed billing rates, in lieu of actual cost, are set forth in the attached Exhibit "D" – Supervisory and Administrative Personnel Billing Rates. These rates may be adjusted annually on or around January 1st. Such adjusted rates shall not affect the GMP.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. All such costs are included in the billing rates in Exhibits "C" and "D".

§ 7.2.5 ~~If agreed~~ Agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall ~~remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.~~ be adjusted as outlined above.

...

§ 7.4.1 Costs, including transportation and ~~storage at the site,~~ storage, of materials and equipment incorporated, or to be incorporated, in the completed construction.

...

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. ~~Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.~~ See attached Exhibit "G" – Consumables List.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. ~~The total rental cost of any such equipment may not exceed the purchase price of any comparable item.~~ See attached Exhibit "E" – Small Tools List and Exhibit "F" – Equipment

Rental Rates. Small Tools (Exhibit "E") will be billed at Four Percent (4%) of the cost of labor. These rates will be adjusted annually on May 1st. Such adjusted rates shall not affect the GMP.

PAGE 14

§ 7.6.1 Premiums for that portion of ~~insurance and~~ bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 ~~Costs for self insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. The agreed rate to be charged, in lieu of actual cost, for General Liability Insurance, Automobile Insurance, Umbrella/Excess Insurance, Contractor's Pollution Insurance, and Contractor's Professional Liability Insurance, shall be Ninety-Five One Hundredths Percent (0.95%) of the Cost of the Work. The rate to be charged for Subcontractor Default Insurance ("SDI") shall be One and Two-Tenths Percent (1.2%) of the cost of the Subcontract Work.~~

§ 7.6.1.2 ~~Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval. Intentionally Omitted~~

...

§ 7.6.6 ~~Costs for communications services, electronic equipment, subscription services, and software, directly related to the Work and located at the site, executing the Work, with the Owner's prior approval.~~

PAGE 15

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's ~~supervisory or administrative~~ supervisory, administrative and trade personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 Parking expenses of the Construction Manager's supervisory, administrative and trade personnel incurred in discharge of duties connected with the Work.

PAGE 16

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. ~~The To the extent required to confirm that Construction Manager complies with this Agreement, the~~ Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

PAGE 17

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

month.

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

PAGE 18

Five Percent (5%).

...

There will be no retainage on the Work performed by the Construction Manager’s own forces, Construction Manager’s Fee, insurance, bonds, or general conditions.

...

N/A

...

N/A

...

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on ~~Subcontracts,~~ Subcontracts if different than the amount noted in Section 11.1.8.1, and the Construction Manager shall execute subcontracts in accordance with those agreements.

PAGE 19

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, ~~or as follows:~~

and in no event more than Sixty (60) days from the date the Construction Manager submitted a final accounting for the Cost of the Work.

PAGE 20

~~%—The lesser of the highest amount permitted by law or Three Percent (3%) over the reference rate from time to time in effect at the Wells Fargo Bank. Construction Manager will not assess interest on minor delays due to normal processing procedures.~~

...

Architect to serve as Initial Decision Maker.

...

Litigation in a court of competent jurisdiction

PAGE 21

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.2 or 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.3 or 13.1.4:

PAGE 22

Construction Manager’s Fee at the stated rate on all Work completed or in process, up to the time of termination.

...

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~(\$—)Two Million Dollars (\$2,000,000)~~ for each occurrence and ~~(\$—)Four Million Dollars (\$4,000,000)~~ in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ~~(\$—)One Million Dollars (\$1,000,000)~~ 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.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~(\$)~~ each accident, ~~(\$)~~ each employee, and ~~(\$)~~ One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$) per claim and (\$)~~ One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

PAGE 23

N/A.

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~policies-policies~~ for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

~~After execution of the Guaranteed Maximum Price Amendment,~~ Prior to commencement of the Construction Phase, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

...

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

Notice pursuant to Section 1.6.1 of AIA Document A201-2017 may be given by electronic mail to the party's email address specified in this Agreement or another email address where the party has received regular Project communications. Notice sent via electronic mail will be effective on the other party's receipt of it.

...

N/A

...

- .5** ~~Building Information Modeling Exhibit, if completed:~~ AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

PAGE 24

[N/A] AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as

Constructor Edition, dated as indicated below:

...

[N/A] Supplementary and other Conditions of the Contract:

...

- Exhibit C Trade Labor Billing Rates
- Exhibit D Supervisory and Administrative Personnel Billing Rates
- Exhibit E Small Tool List
- Exhibit F Equipment Rental Rates
- Exhibit G Consumables List
- Exhibit H Construction Contingency

...

CITY OF VALLEY CITY

McGOUGH CONSTRUCTION CO., LLC

...

Jessi Wagner
Senior Director & Senior Associate General Counsel

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 14:57:24 ET on 08/29/2024 under Order No. 2114423841 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document A133[®] – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Twenty-Ninth day of August in the year Two Thousand Twenty-Four

(In words, indicate day, month and year.)

for the following **PROJECT**:

(Name and location or address)

Valley City Public Works Service Center
1416 Main Street East
Valley City, ND 58072

THE OWNER:

(Name and address)

City of Valley City
254 2nd Avenue Northeast
Valley City, ND 58072

THE CONSTRUCTION MANAGER:

(Name and address)

McGough Construction Co., LLC
2737 Fairview Avenue North
St. Paul, MN 55113

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER’S INSURANCE**
- B.3 CONSTRUCTION MANAGER’S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit (and elsewhere in the Contract Documents). As used in this Exhibit, the term General Conditions refers to AIA Document A201TM-2017, General Conditions of the Contract for Construction (as revised).

ARTICLE B.2 OWNER’S INSURANCE

§ B.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 B.2 and, upon the Construction Manager’s request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201TM-2017, General Conditions of the Contract for Construction. Article 11 of A201TM-2017 contains additional insurance provisions.

Init.

/

§ B.2.2 Liability Insurance

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

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.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 B.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, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.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.)

Cause of Loss	Sub-Limit
---------------	-----------

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.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 Construction Manager’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
Property in transit – any one conveyance	\$1,000,000
Temporary offsite locations – any one location	\$1,000,000

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.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.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.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.

§ B.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 B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager 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.

§ B.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 B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

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

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

§ B.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.

§ B.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.

\$1,000,000

§ B.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.

\$500,000

§ B.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.

\$500,000

§ B.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.

\$500,000

§ B.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.

\$500,000

§ B.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.

§ B.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.)

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

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

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.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 reasonable 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 B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

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

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager'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 and CG 20 37 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager 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 Construction Manager 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 Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.2.2 Commercial General Liability

§ B.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) each occurrence, Four Million Dollars (\$4,000,000) general aggregate,

Init.

and Four Million Dollars (\$4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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

§ B.3.2.2 The Construction Manager’s Commercial General Liability policy under this Section B.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 Construction Manager’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.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$1,000,000) 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.

§ B.3.2.4 The Construction Manager 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 B.3.2.2 and B.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.

§ B.3.2.5 Workers’ Compensation at statutory limits.

§ B.3.2.6 Employers’ Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

§ B.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.

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

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, covering claims from third-party injury and property damage as a result of pollution conditions arising out of the Construction Manager’s operations and completed operations, completed operations coverage shall remain in effect for no less than one (1) year after final completion of the Project, with policy limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.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) per claim and Four Million Dollars (\$4,000,000) in the aggregate.

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

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

§ B.3.2.13 Excess liability insurance with policy limits of Ten Million Dollars (\$10,000,000) each occurrence and Ten Million Dollars (\$10,000,000) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.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 Construction Manager 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 Construction Manager 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.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager 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.)

- [X] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a material 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 Construction Manager’s obligation to provide property insurance differs from the Owner’s obligations as described under Section B.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.)

The Owner is also relieved of the responsibility to purchase and maintain the selected types of insurance and limits of coverage required by Section B.2.4, which are included in the property policy the Construction Manager shall purchase and maintain. The Construction Manager shall be responsible for adjusting and settling any loss with the insurer under the property policy.

- [] **§ B.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.
- [] **§ B.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.
- [] **§ B.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.
- [] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- [] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

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

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

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

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

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

N/A.

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit B

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 15:00:35 ET on 08/29/2024.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Twenty-Ninth day of August in the year Two Thousand Twenty-Four

...

Valley City Public Works Service Center
1416 Main Street East
Valley City, ND 58072

...

~~(Name, legal status, (Name and address))~~

City of Valley City
254 2nd Avenue Northeast
Valley City, ND 58072

...

~~(Name, legal status, (Name and address))~~

McGough Construction Co., LLC
2737 Fairview Avenue North
St. Paul, MN 55113

...

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

PAGE 2

Property in transit – any one conveyance \$1,000,000

Temporary offsite locations – any one location \$1,000,000

PAGE 3

[] **§ B.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.

\$1,000,000

[] **§ B.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.

\$500,000

[] **§ B.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.

\$500,000

[] **§ B.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.

\$500,000

[] **§ B.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.

\$500,000

PAGE 4

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.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 reasonable 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 B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager’s Commercial General Liability and excess or umbrella liability policy or policies.

...

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the ~~Owner, the Architect, and the Architect’s consultants as additional insureds~~ Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions during the Construction Manager’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’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 04.04 and CG 20 37 07 04.

...

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$) each occurrence, (\$) general aggregate, and (\$ Two Million Dollars (\$2,000,000) each~~

occurrence, Four Million Dollars (\$4,000,000) general aggregate, and Four Million Dollars (\$4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ **B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than ~~(\$)~~ One Million Dollars (\$1,000,000) 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.

...

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

§ **B.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~~ docks.

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

§ **B.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, covering claims from third-party injury and property damage as a result of pollution conditions arising out of the Construction Manager's operations and completed operations, completed operations coverage shall remain in effect for no less than one (1) year after final completion of the Project, with policy limits of not less than ~~(\$) per claim and (\$)~~ One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ **B.3.2.10** Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~(\$) per claim and (\$)~~ Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate.

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

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

§ **B.3.2.13** Excess liability insurance with policy limits of Ten Million Dollars (\$10,000,000) each occurrence and Ten Million Dollars (\$10,000,000) in the aggregate.

PAGE 6

- [] § **B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a material 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:

...

The Owner is also relieved of the responsibility to purchase and maintain the selected types of insurance and limits of coverage required by Section B.2.4, which are included in the property policy the Construction Manager shall purchase and maintain. The Construction Manager shall be responsible for adjusting and settling any loss with the insurer under the property policy.

PAGE 7

N/A.





Exhibit C North Dakota Trade Labor Billing Rates

City of Valley City
Valley City Public Works Service Center

North Dakota Trade Labor Billing Rates effective May 1, 2024 through April 30, 2025

Labor Rates	Regular Rate	Overtime Rate	Doubletime Rate
Laborer	\$72.89	\$95.66	\$118.43
Labor Foreman	\$76.42	\$100.96	\$125.50
General Labor Foreman	\$77.84	\$103.08	\$128.32
Bricklayer	\$87.54	\$113.50	\$139.45
Bricklayer Foreman	\$92.73	\$121.28	\$149.83
Carpenter	\$75.50	\$97.83	\$120.15
Carpenter Foreman	\$79.04	\$103.14	\$127.22
Carpenter-INDUSTRIAL	\$87.91	\$113.80	\$139.69
Carpenter Foreman-INDUSTRIAL	\$92.86	\$121.23	\$149.59
Carpenter General Foreman-INDUSTRIAL	\$95.68	\$125.47	\$155.25
Cement Finisher	\$80.04	\$106.09	\$132.13
Cement Finisher Foreman	\$82.87	\$110.34	\$137.79
Group #1 Tower Crane Over 200'	\$92.21	\$121.59	\$150.97
Group #2 Tower Crane up to 200' or Boom Truck	\$88.46	\$115.96	\$143.47
Group #3 Forklift or Elevator Operator	\$87.61	\$114.69	\$141.77
Prefabrication Shop Rate	\$130.00		

*This list of trade labor billing rates may not be all inclusive.

*The rates will be adjusted annually on or around May 1st.

**If Crane Operator is CCO certified there is a premium of an additional \$0.60 per hour

**Please note for operators: Tower crane premium pay for height of crane, which is from the top of the tower crane foundation to the top of the tower crane apex. (NOT INCLUDED ABOVE)

**In the case of luffing cranes to top of gantry, plus boom length per classification.

- 0'-249' = \$0.50
- 250'-299' = \$1.00
- 300'-349' = \$1.50
- 350'-399' = \$2.00
- 400'-449' = \$2.50
- 450' and over = \$3.00

***Prefabrication Shop Rate: This rate will come through project billings as a consumable charge through our service center.



Exhibit D

2024 Standard Supervisory and Administrative Personnel Billing Rates

City of Valley City
Valley City Public Works Service Center

Project Management	Hourly Rate
Principal-in-Charge	\$ 276.00
VP, Project Management	\$ 249.00
Project Executive / Director	\$ 194.00
Senior Project Manager	\$ 161.00
Project Manager	\$ 150.00
Asst. Project Manager	\$ 122.00
Project Engineer / Field Engineer	\$ 106.00
Field Management	Hourly Rate
General Superintendent / Field Coordinator	\$ 194.00
Sr. Superintendent*	\$ 166.00
Superintendent*	\$ 150.00
Asst. Superintendent	\$ 134.00
Quality Control*	\$ 150.00
Safety*	\$ 150.00
Support	Hourly Rate
Director of Estimating	\$ 161.00
Senior Estimator	\$ 150.00
Estimator	\$ 122.00
Accountant	\$ 78.00
Project Coordinator	\$ 78.00
EEO / Affirmative Action Coordinator	\$ 111.00
MEP Project Manager	\$ 177.00
VDC Manager	\$ 145.00
LEED Administrator / Specialist	\$ 166.00
IS / Network Support	\$ 134.00
Schedule Manager	\$ 150.00
Project Scheduler	\$ 122.00
Courier (per trip) (\$60/hr - excess of 1 hr)	\$ 60.00

This list of project staff may not be all inclusive and the rates may be adjusted annually.

Personnel, when committed to the project full time, will be treated as salaried employees and are paid for established holidays and vacation time at a pro rata basis in accordance with our standard company policy. There will be no overtime charged to the project without prior written approval by the Owner.



Exhibit E

*** Billed at 4% of the Cost of Labor**

Small Tool Equipment Rental Rates

Item Code	Category	Description
13	Air Compressors, Tool	Air Compressor Nailing Electric
14	Air Compressors, Tool	Air Compressor Nailing Electric Quiet
2617	Air Control, Tool	Confined Space Fan w/ 25ft Duct
2710	Air Control, Tool	Portable A/C Swamp Cooler
2366	Audio Visual, Tool	Pocket Camera Insta360 ONEX2 Kit
1563	Batteries/Chargers, Tool	Battery Charger Fast 4-Port DeWalt
69	Carts, Tool	Cart Brick & Block 2 Wheel
78	Carts, Tool	Cart Platform 4 Wheel (Up to 48" Long)
81	Carts, Tool	Platform Cart Large (49"-60" Long)
88	Carts, Tool	Cart Dolly Warehouse 2 Wheel
1680	Carts, Tool	Steel Cart 16" x 24"
1700	Carts, Tool	Steel Cart 16" x 16"
1837	Carts, Tool	Steel Cart 18" x 18"
1075012	Carts, Tool	Steel Cart 12" x 12"
1042007	Concrete Bucket / Hopper, Tool	Hopper Wall Concrete
1094002	Cutting Torch & Accessories, Tool	Safety Stand Cylinder Plastic Yellow
251	Drills, Tool	Drill 3/8" Cordless Angle
252	Drills, Tool	Drill 3/8" Electric
254	Drills, Tool	Drill 3/8" Electric Angle
2405	Drills, Tool	Hilti 1/2" Drill
2460	Drills, Tool	Hilti 1/2" Drill - TOD
2582	Drills, Tool	Hilti 1/2" Drill w/ Hammer - TOD
875	Fall Protection, Tool	Retractable 11' Lifeline
1251002	Fall Protection, Tool	Net6'x6'SkylightRaptor
355	Fans, Tool	Fan 30" Airplane
356	Fans, Tool	Fan 30" Pedestal
358	Fans, Tool	Fan Floor Air Mover
59	Finishers Equip, Tool	Bull Float 8' Channel With Handle
165	Finishers Equip, Tool	Cork Side Chute
166	Finishers Equip, Tool	CorkWallPlateApplicator
167	Finishers Equip, Tool	CORK Stand w/ Speed Nut
8291	Finishers Equip, Tool	Concrete Broom 36" With Handle
1008289	Finishers Equip, Tool	Bull Float 4' With Handle
432	Grinding Equip, Tool	Grinder 4-1/2" Handheld
439	Grinding Equip, Tool	Grinder 5" Surface HandW/ Floor Shroud
465	Grinding Equip, Tool	Grinder Die
2068	Grinding Equip, Tool	Grinder Concrete Hilti DGH 130 Handheld
2423	Grinding Equip, Tool	Hilti 7" Grinder Electric
2426	Grinding Equip, Tool	Hilti 5" Grinder Electric
2465	Grinding Equip, Tool	Hilti 7" Grinder Electric - TOD
2466	Grinding Equip, Tool	Hilti 5" Grinder Electric - TOD
475	Heaters, Tool	Heater Sm LP
2413	Impact Wrenches, Tool	Hilti 1/4" Impact Driver
2456	Impact Wrenches, Tool	Hilti 1/4" Impact Driver - TOD
554	Ladders, Tool	Ladder Platform 8' FG
557	Ladders, Tool	Ladder Platform 10' FG
559	Ladders, Tool	Ladder Extension 16' FG
562	Ladders, Tool	Ladder Extension 20' FG
563	Ladders, Tool	Ladder Extension 24' FG
567	Ladders, Tool	Ladder Extension 32' FG
577	Ladders, Tool	Ladder Single Straight 8' FG
579	Ladders, Tool	Ladder Single Straight 10' FG
582	Ladders, Tool	Ladder Single Straight 12' FG
583	Ladders, Tool	Ladder Step 4' FG
584	Ladders, Tool	Ladder Step 6' FG
585	Ladders, Tool	Ladder Step 8' FG
586	Ladders, Tool	Ladder Step 10' FG
587	Ladders, Tool	Ladder Step 12' FG
2539	Ladders, Tool	Ladder Step 4' Lean Safe
2540	Ladders, Tool	Ladder Step 6' Lean Safe
2541	Ladders, Tool	Ladder Step 8' Lean Safe
2543	Ladders, Tool	Ladder Step 10' Lean Safe
2544	Ladders, Tool	Ladder Step 12' Lean Safe
31	Lawn Equip, Tool	Blower Back Pack Gas
611	Lawn Equip, Tool	Lawn Fertilizer Spreader
612	Lawn Equip, Tool	Lawn Mower 21" Walk Behind
1699	Lawn Equip, Tool	Sprayer Back Pack Piston Style
2238	Lawn Equip, Tool	Blower Handheld 60V DeWalt Cordless
2768	Lawn Equip, Tool	Hilti Cordless Pressure Sprayer - TOD
591	Layout, Tool	Laser 5 Point Cross-line
592	Layout, Tool	Laser PLS 3 3 Point
593	Layout, Tool	Laser PLS 4 (3 Point) Cross-line
594	Layout, Tool	Laser PLS 5 5 Point With Target
598	Layout, Tool	Laser PM 2-LG Green Beam Cross-line
601	Layout, Tool	Laser PM 2-P 2 Point Magnetic Foot

All Equipment Rental Rates are determined by comparing local vendors and/or current market trends for construction equipment. Effective dates 05/01/2024-04/30/2025. Monthly Rates are based on 20 working days in a month.



Small Tool Equipment Rental Rates

Item Code	Category	Description
1892	Layout, Tool	Laser Spectra LT52G Green Beam Kit
2051	Layout, Tool	Laser L2P5 Cross Line/Dot Leica Red
90	Lifting Equip, Tool	Chain Fall 1 Ton 10'
91	Lifting Equip, Tool	Chain Fall 1 Ton 20'
92	Lifting Equip, Tool	Chain Fall 1/2 Ton 8'
94	Lifting Equip, Tool	Chain Fall 1/2 Ton 10'
755	Lifting Equip, Tool	Pallet Jack Manual
985	Lifting Equip, Tool	Suction Cup Window
1895	Lifting Equip, Tool	Road Plate 4' x 8' x 1" Thick
1020223	Lifting Equip, Tool	Suction Cup Access Floor
1090022	Lifting Equip, Tool	Beam Clamp 5 Ton
1040001	Masonry Equip, Tool	Brick Tongs Standard
1041001	Masonry Equip, Tool	Mud Stand
1041002	Masonry Equip, Tool	Brick Tongs Pipe Carrier
1041006	Masonry Equip, Tool	Mud Board Polyethylene
1590	Multi Tool, Tool	Multi Tool Oscillating 20V Cordless
686	Nailing Guns, Tool	NailerBrad18Gauge1-3/16" To2" Air
687	Nailing Guns, Tool	NailerBrad18Gauge5/8" To1-1/4" Air
688	Nailing Guns, Tool	NailerBrad18Gauge5/8" To1-5/8" Air
694	Nailing Guns, Tool	NailerBrad18Gauge5/8" To21/8" Air
696	Nailing Guns, Tool	NailerBrad18Gauge5/8" To2" Air
699	Nailing Guns, Tool	NailerBrad18Gauge5/8" To2" Airless
702	Nailing Guns, Tool	Nailer Brad 20V18Ga 5/8"-2" AirlessDeWalt
703	Nailing Guns, Tool	Nailer Coil Air
705	Nailing Guns, Tool	NailerCoil Roofing 1-3/4" Air
707	Nailing Guns, Tool	NailerCoilSiding/HardyBoard2-1/2" Air
708	Nailing Guns, Tool	NailerFinishAng15Gauge1-1/4" To2-1/2" Air
712	Nailing Guns, Tool	NailerFnhAngl16Gge1-1/4" To2-1/2" Airless
714	Nailing Guns, Tool	NailerFinishStraight16Gauge1" To2-1/2" Air
722	Nailing Guns, Tool	Nailer Framing 8d to 16d Air
724	Nailing Guns, Tool	Nailer Framing 8d to 16d Airless
725	Nailing Guns, Tool	NailerJoist1-1/2" and2-1/2" Air
731	Nailing Guns, Tool	NailerMicroPinner23Gauge1/2"-2" Air
736	Nailing Guns, Tool	NailerMicroPinner23Gauge1/2" To1" Air
975	Nailing Guns, Tool	Stapler16Gauge7/16" Crown1" To2" Air
976	Nailing Guns, Tool	Stapler18Gauge1/4" Crown5/8" To1-1/2" Air
1839	Nailing Guns, Tool	Stapler Crown Narrow 18 GA 20V Cordless
1878	Nailing Guns, Tool	NailerFnhAngl15Ga18V1-1/4"-2-1/2" Airless
549	Planers & Jointers, Tool	Jointer Biscuit-Plate Electric Handheld
552	Planers & Jointers, Tool	JointerElectricWithStand
802	Planers & Jointers, Tool	Planer 3" Electric Hand Held
805	Planers & Jointers, Tool	Planer 13" Electric With Stand
857	Rebar Equip, Tool	Rebar Cutter #7 Electric
1045001	Rebar Equip, Tool	Rebar Cutter #6 Manual Bender
269	Routers, Tool	Drywall Cutout Tool
898	Routers, Tool	Router 1-1/2 HP
899	Routers, Tool	Router 1-1/4 HP
900	Routers, Tool	Router 1-3/4 HP
901	Routers, Tool	Router 2 HP
902	Routers, Tool	Router 2-1/4 HP
903	Routers, Tool	Router Laminate
904	Routers, Tool	Router Plunge
905	Routers, Tool	Router Roto-zip
911	Sanders, Tool	Sander Bandfile
912	Sanders, Tool	Belt Sander
913	Sanders, Tool	Palm Sander Square Pad
914	Sanders, Tool	Random Orbital Sander Round Hook/Loop
2697	Sanders, Tool	Cordless Orbital Sander 20V Hook/Loop
105	Saws, Tool	Chain Saw 14" Electric
108	Saws, Tool	Chain Saw 16" Electric
114	Saws, Tool	Chop Saw 12" Abrasive
116	Saws, Tool	Chop Saw 14" Abrasive
118	Saws, Tool	Chop Saw 14" Carbide Metal Cutting
130	Saws, Tool	SawCirHardyBoard7-1/4" ElecWDustControl
135	Saws, Tool	Saw Circular Plunge 6-1/2" Electric
650	Saws, Tool	Miter Saw 7-1/4" CordlessCompound W/Slide
651	Saws, Tool	Miter Saw 10" Electric Compound
653	Saws, Tool	Miter Saw 12" Electric Compound
815	Saws, Tool	Portaband Saw 4" Electric
2121	Saws, Tool	Drywall Cut-Out Saw 18V Cordless
1064001	Scaffolding, Tool	Baker Style Scaffold 6' 1000lb
933	Screw Gun, Tool	Screw Gun Autofeed Electric
2495	Screw Gun, Tool	Hilti Drywall Screw Gun
2503	Screw Gun, Tool	Hilti Drywall Screw Gun - TOD
941	Shears & Nibblers, Tool	Shear 18 Gauge Electric



Small Tool Equipment Rental Rates

Item Code	Category	Description
942	Shears & Nibblers, Tool	Shear 18 Gauge Electric Unishear
958	Snow Equip, Tool	Snow Blower Gas Rubber Paddle
63	Testing Equipment, Tool	Borescope Camera Kit Cordless
354	Testing Equipment, Tool	Air Monitor Gas Exhaust CO
670	Testing Equipment, Tool	Monitor Moisture Meter
2635	Testing Equipment, Tool	Air Particulate Monitor
2403	Traffic Control, Tool	Jersey Barrier 6' Water Filled

Exhibit F



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
8	Air Compressors, Tool	Air Compressor 185 CFM Diesel	\$225.25	\$697.00	1,207.00	N/A
9	Air Compressors, Tool	Air Compressor 250 CFM Diesel	\$157.36	\$462.83	1,361.25	N/A
11	Air Compressors, Tool	Air Compressor Lg Nailing Electric	\$21.00	\$85.00	232.05	N/A
12	Air Compressors, Tool	Air Compressor Large Nailing Gas	\$40.00	\$122.00	327.00	N/A
51	Air Control, Tool	Breathing Pump Hood and Hose	\$18.87	\$55.51	163.27	N/A
489	Air Control, Tool	Hood Sand Blast Black	\$9.00	\$26.46	77.81	N/A
657	Air Control, Tool	Mobil Containment Unit	\$68.54	\$201.59	592.92	N/A
744	Air Control, Tool	Negative Air Machine Large on Wheels 2000CFM	\$55.49	\$163.20	480.00	N/A
745	Air Control, Tool	Portable Air Scrubber 900CFM No Wheels	\$31.93	\$93.93	276.25	N/A
746	Air Control, Tool	Portable Air Scrubber Small 900CFM	\$55.49	\$163.20	480.00	N/A
866	Air Control, Tool	Respirator Helmet Battery Powered	\$35.72	\$105.05	308.98	N/A
1390	Air Control, Tool	Respirator Helmet 3M Versa-Flo	\$26.66	\$78.40	230.58	N/A
2420	Air Control, Tool	Dehumidifier 115V 8.3 amps	\$18.31	\$53.86	158.40	N/A
2593	Air Control, Tool	Respirator Helmet 3M Versa-Flo 600Series	\$35.64	\$108.00	324.00	N/A
1	Air Equip, Tool	Air Blow Pipe With Water Attachment	\$4.80	\$14.11	41.50	N/A
15	Air Equip, Tool	Air Distribution Center Portable	\$14.37	\$42.25	124.28	N/A
817	Air Equip, Tool	Post Driver Heavy Duty Pneumatic Air	\$82.08	\$130.68	368.28	N/A
818	Air Equip, Tool	Post Driver Medium Duty Air	\$82.08	\$130.68	368.28	N/A
2171	Air Equip, Tool	Titan Post Pounder - Gas	\$94.00	\$364.00	1,092.00	N/A
1032001	Air Equip, Tool	Oiler Compressor	\$2.00	\$3.50	10.00	N/A
1034001	Air Equip, Tool	Air Blow Pipe	\$4.80	\$14.11	41.50	N/A
1035001	Air Equip, Tool	Floor Scraper Air/Pneumatic	\$30.00	\$115.00	195.00	N/A
1698	Aluma System, Tool	Aluma Beam 13'	\$1.28	\$3.76	11.05	N/A
1092203	Aluma System, Tool	Aluma Strongback Channel 6'	\$0.92	\$2.72	8.00	N/A
1092206	Aluma System, Tool	Aluma Guard Rail Beam 10' 6"	\$0.82	\$2.40	7.06	N/A
1092215	Aluma System, Tool	Aluma Beam 28'	\$2.75	\$8.09	23.80	N/A
1092216	Aluma System, Tool	Aluma Beam 29'	\$2.85	\$8.38	24.64	N/A
1092217	Aluma System, Tool	Aluma Beam 27' 6"	\$2.70	\$7.94	23.36	N/A
1092219	Aluma System, Tool	Aluma Beam 27'	\$2.65	\$7.80	22.94	N/A
1092220	Aluma System, Tool	Aluma Beam 26'	\$2.55	\$7.51	22.10	N/A
1092221	Aluma System, Tool	Aluma Beam 25' 6"	\$2.50	\$7.36	21.66	N/A
1092222	Aluma System, Tool	Aluma Beam 25' 4"	\$2.49	\$7.32	21.52	N/A
1092224	Aluma System, Tool	Aluma Beam 24' 6"	\$2.41	\$7.08	20.82	N/A
1092225	Aluma System, Tool	Aluma Beam 24'	\$2.36	\$6.94	20.40	N/A
1092226	Aluma System, Tool	Aluma Beam 22' 6"	\$2.21	\$6.50	19.13	N/A
1092227	Aluma System, Tool	Aluma Beam 24' 4"	\$2.39	\$7.03	20.67	N/A
1092228	Aluma System, Tool	Aluma Beam 21'	\$2.06	\$6.07	17.85	N/A
1092230	Aluma System, Tool	Aluma Beam 19' 8"	\$1.93	\$5.68	16.72	N/A
1092231	Aluma System, Tool	Aluma Beam 19'	\$1.87	\$5.49	16.15	N/A
1092232	Aluma System, Tool	Aluma Beam 18'	\$1.77	\$5.20	15.30	N/A
1092233	Aluma System, Tool	Aluma Beam 16'	\$1.57	\$4.62	13.60	N/A
1092234	Aluma System, Tool	Aluma Beam 15' 4"	\$1.50	\$4.42	13.01	N/A
1092235	Aluma System, Tool	Aluma Beam 15'	\$1.47	\$4.34	12.75	N/A
1092236	Aluma System, Tool	Aluma Beam 14'	\$1.38	\$4.05	11.90	N/A
1092239	Aluma System, Tool	Aluma Beam 12'	\$1.18	\$3.47	10.20	N/A
1092241	Aluma System, Tool	Aluma Beam 10' 6"	\$1.03	\$3.04	8.93	N/A
1092243	Aluma System, Tool	Aluma Beam 9'	\$0.88	\$2.60	7.65	N/A
1092244	Aluma System, Tool	Aluma Beam 8'	\$0.79	\$2.31	6.80	N/A
1092245	Aluma System, Tool	Aluma Beam 7'	\$0.69	\$2.02	5.95	N/A
1092247	Aluma System, Tool	Aluma Beam 6'	\$0.59	\$1.73	5.10	N/A
1092248	Aluma System, Tool	Aluma Bolted Catwalk Bracket Outrigger	\$2.30	\$6.75	19.86	N/A
1092260	Aluma System, Tool	Aluma Strongback Channel 8' 6"	\$1.27	\$3.74	11.00	N/A
1092261	Aluma System, Tool	Aluma Strongback Channel 12' 6"	\$1.73	\$5.10	15.00	N/A
1092262	Aluma System, Tool	Aluma Strongback Channel 16'	\$2.31	\$6.80	20.00	N/A
1092263	Aluma System, Tool	Aluma Strongback Splice Channel 16"	\$0.23	\$0.68	2.00	N/A
1092264	Aluma System, Tool	Aluma Strongback Splice Plate 16"	\$0.12	\$0.34	1.00	N/A
1092265	Aluma System, Tool	Aluma Tie Plate 6" 55K	\$1.13	\$3.32	9.76	N/A
1092266	Aluma System, Tool	Aluma Strongback Shoe 6"	\$0.07	\$0.20	0.60	N/A
1092267	Aluma System, Tool	Aluma Wall Lifting Lug	\$1.39	\$4.08	12.00	N/A
1092278	Aluma System, Tool	Aluma Taper Tie Driver	\$0.25	\$0.73	2.14	N/A
1092279	Aluma System, Tool	Aluma Taper Tie 48"	\$2.89	\$8.50	25.00	N/A
1092280	Aluma System, Tool	Aluma Taper Tie 52"	\$3.01	\$8.84	26.00	N/A
1092282	Aluma System, Tool	Aluma Taper Tie 65"	\$3.35	\$9.86	29.00	N/A
1092284	Aluma System, Tool	Aluma Taper Tie 70"	\$3.58	\$10.54	31.00	N/A
1092287	Aluma System, Tool	Aluma Taper Tie 90"	\$3.81	\$11.22	33.00	N/A
1092288	Aluma System, Tool	Aluma Beam 5'	\$0.49	\$1.45	4.25	N/A
1092289	Aluma System, Tool	Aluma Beam 4'	\$0.39	\$1.16	3.40	N/A
1092290	Aluma System, Tool	Aluma Beam 3'	\$0.29	\$0.87	2.55	N/A
1092293	Aluma System, Tool	Aluma Guard Rail Beam 24'	\$2.67	\$7.86	23.11	N/A
1092294	Aluma System, Tool	Aluma Post Pocket 2" x 4"	\$0.69	\$2.04	6.00	N/A
1092298	Aluma System, Tool	Aluma Taper Tie Wing Nut 1-1/4" B-39	\$0.17	\$0.51	1.50	N/A
1092299	Aluma System, Tool	Aluma Taper Tie Nut 1-1/2" B-39	\$0.23	\$0.68	2.00	N/A
1092308	Aluma System, Tool	Aluma Strongback Channel 4'	\$0.58	\$1.70	5.00	N/A
1092309	Aluma System, Tool	Aluma Strongback Splice Tube 16"	\$0.24	\$0.72	2.11	N/A
1092340	Aluma System, Tool	Aluma Taper Tie 42"	\$2.31	\$6.80	20.00	N/A

All Equipment Rental Rates are determined by comparing local vendors and/or current market trends for construction equipment. Effective dates 05/01/2024-04/30/2025. Monthly Rates are based on 20 working days in a month.



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
1092341	Aluma System, Tool	Aluma Taper Tie 45"	\$2.66	\$7.82	23.00	N/A
1092342	Aluma System, Tool	Aluma Taper Tie 60"	\$3.12	\$9.18	27.00	N/A
1092343	Aluma System, Tool	Aluma Taper Tie 68"	\$3.47	\$10.20	30.00	N/A
1092346	Aluma System, Tool	Aluma Taper Tie 54"	\$3.01	\$8.84	26.00	N/A
1092347	Aluma System, Tool	Aluma Adjustable Pipe-a-liner Bracket	\$1.51	\$4.44	13.07	N/A
1092348	Aluma System, Tool	Aluma Beam 32'	\$3.14	\$9.25	27.20	N/A
1092349	Aluma System, Tool	Aluma Beam 30'	\$2.95	\$8.68	25.52	N/A
1092352	Aluma System, Tool	Aluma Walers Outside Radius 8'wMin20'r	\$1.85	\$5.44	16.00	N/A
1092353	Aluma System, Tool	Aluma Walers Inside Radius 8'wMin20'r	\$1.85	\$5.44	16.00	N/A
1092354	Aluma System, Tool	Aluma Fixed Wall Bracket	\$0.25	\$0.74	2.17	N/A
30	Anchor, Tool	Blow-Out Kit Hilti Anchor Acc.	\$6.94	\$20.40	60.00	N/A
256	Audio Visual, Tool	DRONE	\$272.25	\$825.00	2,500.00	\$300.00
749	Audio Visual, Tool	PA System - Powered Speaker	\$41.20	\$206.00	824.00	N/A
1576	Audio Visual, Tool	DRONE THERMAL LENSE	\$163.35	\$495.00	1,500.00	\$250.00
1577	Audio Visual, Tool	DRONE ZOOM LENSE	\$81.68	\$247.50	750.00	\$100.00
1916	Audio Visual, Tool	DJI Pocket 2 Camera Hourly	\$111.60	\$334.80	1,004.40	\$27.90
1917	Audio Visual, Tool	DJI SanDisk MicroSD 128GB Hourly	\$8.68	\$26.04	78.12	\$2.17
1918	Audio Visual, Tool	DJI Osmo Pocket Extension Rod Hourly	\$22.32	\$66.96	200.88	\$5.58
1922	Audio Visual, Tool	DJI Micro Tripod Hourly	\$9.92	\$29.76	89.28	\$2.48
1924	Audio Visual, Tool	DJI Charging Case Hourly	\$34.72	\$104.16	312.48	\$8.68
68	Carts, Tool	Cart Banding With Tools	\$60.00	\$180.00	410.00	N/A
70	Carts, Tool	Cart Door & Sheetrock	\$64.00	\$128.00	323.00	N/A
72	Carts, Tool	Cart Door Installation Door Jak HD	\$42.82	\$125.95	370.44	N/A
74	Carts, Tool	Trash Cart Large Rubber	\$27.00	\$76.00	195.00	N/A
76	Carts, Tool	Cart Mud Tub Steel w/ 4 Wheels	\$12.64	\$37.17	109.32	N/A
77	Carts, Tool	Cart Nutting Tilt Truck 4 Wheel	\$15.03	\$44.20	130.00	N/A
82	Carts, Tool	Cart Roof Cart Trailer Utility Material	\$0.00	\$0.00	0.00	N/A
83	Carts, Tool	Trash Cart Small Rubber	\$31.21	\$91.80	270.00	N/A
85	Carts, Tool	Cart Steel Dumping 1.5cu.yd Trash	\$86.00	\$255.00	508.00	N/A
86	Carts, Tool	Cart Steel Dumping 1cu.yd Trash	\$27.02	\$79.48	233.76	N/A
87	Carts, Tool	Cart Steel Dumping 2cu.yd Trash	\$39.06	\$114.87	337.86	N/A
226	Carts, Tool	Cart Dolly Appliance 2 Wheel w/Strap	\$25.00	\$102.00	306.00	N/A
1679	Carts, Tool	Cart Door Handler Doorminator	\$9.02	\$26.52	78.00	N/A
1990	Carts, Tool	Cart Steel Dumping 2.5 cu.yd Trash	\$86.00	\$255.00	508.00	N/A
2044	Carts, Tool	Trash Cart Small Rubber Experimental Ea	\$75.00	\$200.00	280.00	N/A
1075010	Carts, Tool	Cart Pump 4 Wheel	\$11.38	\$33.47	98.43	N/A
1425	Caulking/Epoxy, Tool	Epoxy Gun 200/500 Cordless 22V Hilti	\$31.58	\$92.87	273.15	N/A
53	Concrete Bucket / Hopper, Tool	Bucket 1 Yd Concrete	\$77.76	\$178.20	522.72	N/A
54	Concrete Bucket / Hopper, Tool	Bucket 1-1/2Yd Concrete	\$53.81	\$158.26	465.48	N/A
55	Concrete Bucket / Hopper, Tool	Bucket 2 Yd Concrete	\$69.91	\$205.63	604.80	N/A
56	Concrete Bucket / Hopper, Tool	Bucket 3 Yd Concrete	\$77.41	\$227.66	669.60	N/A
57	Concrete Bucket / Hopper, Tool	Bucket 3/4 Yd Concrete	\$88.56	\$219.24	635.04	N/A
58	Concrete Bucket / Hopper, Tool	Bucket 5 Yd Concrete	\$77.41	\$227.66	669.60	N/A
500	Concrete Bucket / Hopper, Tool	Hopper Bucket 1/2 Yd Concrete Lull	\$71.28	\$166.32	487.08	N/A
501	Concrete Bucket / Hopper, Tool	Hopper Bucket 3/4 Yd Concrete Lull	\$66.79	\$196.45	577.80	N/A
1042000	Concrete Bucket / Hopper, Tool	TruckRampsWood14"Hx24"Wx8'9"LSet	\$4.04	\$11.88	34.94	N/A
1042008	Concrete Bucket / Hopper, Tool	Bucket Concrete Side Chute	\$11.93	\$35.09	103.20	N/A
784	Concrete Vibrating Equip, Tool	Vibrator Motor 110V Electric	\$54.00	\$158.00	425.00	N/A
1163	Concrete Vibrating Equip, Tool	VibShaftBackPackStow6"With2"Head	\$37.45	\$110.16	324.00	N/A
1165	Concrete Vibrating Equip, Tool	VibShaftBackPackStow10"With1-3/4"Head	\$37.45	\$110.16	324.00	N/A
1168	Concrete Vibrating Equip, Tool	VibShaftBackPackStow13"With2"Head	\$37.45	\$110.16	324.00	N/A
1170	Concrete Vibrating Equip, Tool	VibShaftStow5"With1"Head	\$37.45	\$110.16	324.00	N/A
1174	Concrete Vibrating Equip, Tool	VibShaftStow7"With1"Head	\$37.45	\$110.16	324.00	N/A
1175	Concrete Vibrating Equip, Tool	VibShaftStow7"With1-1/2"Head	\$37.45	\$110.16	324.00	N/A
1181	Concrete Vibrating Equip, Tool	VibShaftStow7"With2"Head	\$37.45	\$110.16	324.00	N/A
1189	Concrete Vibrating Equip, Tool	VibShaftStow7"With2-1/4"Head	\$37.45	\$110.16	324.00	N/A
1190	Concrete Vibrating Equip, Tool	VibShaftStow8"With1"Head	\$37.45	\$110.16	324.00	N/A
1191	Concrete Vibrating Equip, Tool	VibShaftStow8"With2"Head	\$37.45	\$110.16	324.00	N/A
1192	Concrete Vibrating Equip, Tool	VibShaftStow10"With1-1/2"Head	\$37.45	\$110.16	324.00	N/A
1196	Concrete Vibrating Equip, Tool	VibShaftStow10"With1-3/4"Head	\$37.45	\$110.16	324.00	N/A
1201	Concrete Vibrating Equip, Tool	VibShaftStow10"With1-3/8"Head	\$37.45	\$110.16	324.00	N/A
1207	Concrete Vibrating Equip, Tool	VibShaftStow10"With2"Head	\$37.45	\$110.16	324.00	N/A
1209	Concrete Vibrating Equip, Tool	VibShaftStow10"With2-1/2"Head	\$37.45	\$110.16	324.00	N/A
1212	Concrete Vibrating Equip, Tool	VibShaftStow10"With2-1/4"Head	\$37.45	\$110.16	324.00	N/A
1216	Concrete Vibrating Equip, Tool	VibShaftStow11"With1-3/4"Head	\$37.45	\$110.16	324.00	N/A
1220	Concrete Vibrating Equip, Tool	VibShaftStow11"With2"Head	\$37.45	\$110.16	324.00	N/A
1221	Concrete Vibrating Equip, Tool	VibShaftStow14"With1-1/2"Head	\$37.45	\$110.16	324.00	N/A
1222	Concrete Vibrating Equip, Tool	VibShaftStow14"With2"Head	\$37.45	\$110.16	324.00	N/A
1223	Concrete Vibrating Equip, Tool	VibShaftStow14"With2-1/4"Head	\$37.45	\$110.16	324.00	N/A
1227	Concrete Vibrating Equip, Tool	VibShaftStow16"With2"Head	\$37.45	\$110.16	324.00	N/A
1228	Concrete Vibrating Equip, Tool	VibShaftStow18"With1-1/2"Head	\$37.45	\$110.16	324.00	N/A
1229	Concrete Vibrating Equip, Tool	VibShaftStow18"With2"Head	\$37.45	\$110.16	324.00	N/A
1230	Concrete Vibrating Equip, Tool	VibShaftStow18"With1-1/4"Head	\$37.45	\$110.16	324.00	N/A
1239	Concrete Vibrating Equip, Tool	VibShaftStow24"With1-1/2"Head	\$37.45	\$110.16	324.00	N/A
1240	Concrete Vibrating Equip, Tool	VibShaftStow24"With1-1/4"Head	\$37.45	\$110.16	324.00	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
1241	Concrete Vibrating Equip, Tool	VibShaftStow24'With2"Head	\$37.45	\$110.16	324.00	N/A
1242	Concrete Vibrating Equip, Tool	VibShaftStow24'With2-1/4"Head	\$37.45	\$110.16	324.00	N/A
1243	Concrete Vibrating Equip, Tool	VibShaftStow30'With1-1/2"Head	\$35.58	\$104.65	307.80	N/A
1245	Concrete Vibrating Equip, Tool	Vibrator Back Pack Gas Wacker	\$61.00	\$92.00	391.00	N/A
1249	Concrete Vibrating Equip, Tool	Vibrator Cordless Pencil 4' With Motor	\$42.14	\$123.93	364.50	N/A
1250	Concrete Vibrating Equip, Tool	VibExternalFormworkFasteningClamp	\$16.32	\$48.01	141.22	N/A
1251	Concrete Vibrating Equip, Tool	VibExternalFormworkSurfaceMotor110V Elec	\$43.12	\$126.84	373.05	N/A
1252	Concrete Vibrating Equip, Tool	VibratorHi-Cycle7'With1-3/4"Head220v	\$48.07	\$141.37	415.80	N/A
1256	Concrete Vibrating Equip, Tool	VibratorHi-Cycle7'With2"Head 220v	\$48.07	\$141.37	415.80	N/A
1257	Concrete Vibrating Equip, Tool	VibratorHi-Cycle10'With2-1/4"Head220v	\$48.07	\$141.37	415.80	N/A
1258	Concrete Vibrating Equip, Tool	VibratorHi-Cycle12'With2-1/2"Head220v	\$48.07	\$141.37	415.80	N/A
1259	Concrete Vibrating Equip, Tool	VibratorHi-Cycle16'With2-1/2"Head220v	\$48.07	\$141.37	415.80	N/A
1263	Concrete Vibrating Equip, Tool	VibratorHi-Cycle16'With2-1/4"Head220v	\$48.07	\$141.37	415.80	N/A
1268	Concrete Vibrating Equip, Tool	VibratorHi-Cycle21'With2-1/2"Head220v	\$48.07	\$141.37	415.80	N/A
1270	Concrete Vibrating Equip, Tool	VibratorHi-Cycle26'With2-1/2"Head220v	\$48.07	\$141.37	415.80	N/A
1272	Concrete Vibrating Equip, Tool	VibMultiVibe Harness w/ Motor Gas*	\$96.01	\$282.38	830.52	N/A
1277	Concrete Vibrating Equip, Tool	VibMultiVibeShaftHarness2'With2"Head	\$35.58	\$104.65	307.80	N/A
1363	Concrete Vibrating Equip, Tool	Vibrator Shaft Stow 18' With 1" Head	\$37.45	\$110.16	324.00	N/A
1382	Concrete Vibrating Equip, Tool	VibShaftBackPackStow10'w/1"Head	\$37.45	\$110.16	324.00	N/A
1552	Concrete Vibrating Equip, Tool	VibShaftBackPackMQ11'With2-1/8"Head	\$37.45	\$110.16	324.00	N/A
1886	Concrete Vibrating Equip, Tool	VibShaftStow30'With2"Head	\$37.65	\$110.16	324.00	N/A
1887	Concrete Vibrating Equip, Tool	VibratorHi-Cycle20'With2-3/8"Head220v	\$48.07	\$141.37	415.80	N/A
1889	Concrete Vibrating Equip, Tool	VibratorHi-Cycle35'With2-1/2"Head220v	\$48.07	\$141.37	415.80	N/A
1954	Concrete Vibrating Equip, Tool	Vib Flex Shaft Only 6.5ft Wacker	\$14.61	\$42.96	126.36	N/A
1956	Concrete Vibrating Equip, Tool	Vib Flex Shaft Only 10ft Wacker	\$14.61	\$42.96	126.36	N/A
2279	Concrete Vibrating Equip, Tool	VibMultiVibeShaftHarness4'With1-3/4"Head	\$35.58	\$104.65	307.80	N/A
2440	Concrete Vibrating Equip, Tool	Hilti Concrete Pencil Vibrator	\$35.53	\$107.66	326.25	N/A
2478	Concrete Vibrating Equip, Tool	Hilti Concrete Pencil Vibrator - TOD	\$37.71	\$110.93	326.25	N/A
2583	Concrete Vibrating Equip, Tool	Hilti Vib Shaft 2 1/4" x 5ft - TOD	\$37.45	\$110.16	324.00	N/A
2584	Concrete Vibrating Equip, Tool	Hilti Vib Shaft 2 1/4" x 10ft - TOD	\$37.45	\$110.16	324.00	N/A
2586	Concrete Vibrating Equip, Tool	Hilti Vib Shaft 2 1/4" x 16ft - TOD	\$37.45	\$110.16	324.00	N/A
2587	Concrete Vibrating Equip, Tool	Hilti Vib Shaft 1 3/4" x 16ft - TOD	\$37.45	\$110.16	324.00	N/A
2589	Concrete Vibrating Equip, Tool	Hilti Vib Shaft 1 3/4" x 10ft - TOD	\$37.45	\$110.16	324.00	N/A
2590	Concrete Vibrating Equip, Tool	Hilti Vib Shaft 1 3/4" x 5ft - TOD	\$37.45	\$110.16	324.00	N/A
2591	Concrete Vibrating Equip, Tool	Hilti Vib Shaft 1 1/2" x 16ft - TOD	\$37.45	\$110.16	324.00	N/A
2592	Concrete Vibrating Equip, Tool	Hilti Vib Shaft 1 1/2" x 10ft - TOD	\$37.45	\$110.16	324.00	N/A
2614	Concrete Vibrating Equip, Tool	Hilti Vib Shaft 1 1/2" x 5ft - TOD	\$37.45	\$110.16	324.00	N/A
2615	Concrete Vibrating Equip, Tool	Hilti Concrete Backpack Vibrator - TOD	\$61.00	\$92.00	391.00	N/A
171	Cranes & Accessories, Tool	Crane Potain T130	\$2,179.44	\$6,534.00	19,602.00	N/A
620	Cranes & Accessories, Tool	Lift Beam 7 Ton Adjustable Spreader12'	\$48.22	\$141.83	417.15	N/A
621	Cranes & Accessories, Tool	Lift Beam 7 Ton Adjustable 18'	\$38.83	\$114.20	335.87	N/A
622	Cranes & Accessories, Tool	Lift Beam 7 Ton Fixed 18'	\$25.79	\$75.85	223.08	N/A
644	Cranes & Accessories, Tool	Load Scale 20k Lbs	\$30.90	\$92.70	185.40	N/A
645	Cranes & Accessories, Tool	Load Scale 50k Lbs Electronic	\$35.84	\$105.40	310.00	N/A
752	Cranes & Accessories, Tool	Pallet Forks 6k Lbs	\$40.00	\$120.00	260.00	\$6.67
753	Cranes & Accessories, Tool	Pallet Forks 4400 Lbs	\$35.00	\$110.00	235.00	N/A
965	Cranes & Accessories, Tool	Spreader Frame Adj	\$206.00	\$605.88	1,782.01	N/A
906	Cutting Torch & Accessories, Tool	Safety Cage Cylinder w/Fork Pockets	\$10.17	\$29.92	88.00	N/A
1620	Cutting Torch & Accessories, Tool	Safety Cage Cylinder Flyable	\$27.92	\$82.13	241.56	N/A
1094000	Cutting Torch & Accessories, Tool	Cutting Torch Kit	\$37.80	\$113.40	226.80	N/A
1094005	Cutting Torch & Accessories, Tool	Tank Acetylene Cutting Torch	\$0.00	\$0.00	0.00	N/A
1094006	Cutting Torch & Accessories, Tool	Tank Oxygen Cutting Torch	\$0.00	\$0.00	0.00	N/A
45	Demo Hammers, Tool	Breaker 60 Lbs TE 3000-AVR Electric	\$98.00	\$255.00	642.00	N/A
112	Demo Hammers, Tool	Chipping Hammer Air	\$20.00	\$48.00	119.00	N/A
209	Demo Hammers, Tool	Demo Hammer SDS Max Large Electric	\$51.69	\$152.02	447.12	N/A
891	Demo Hammers, Tool	Rivet Buster Air	\$40.00	\$140.00	386.00	N/A
2066	Demo Hammers, Tool	Breaker 32Lbs Hilti TE 2000-AVR 120VElec	\$82.19	\$241.74	711.00	N/A
2067	Demo Hammers, Tool	Demo Hammer SDS Max TE 500-AVR 120V Elec	\$68.00	\$264.00	792.00	N/A
2249	Demo Hammers, Tool	Demo Hammer SDS Max 23lb DeWalt Elec	\$37.80	\$112.32	336.96	N/A
2416	Demo Hammers, Tool	Hilti SDS Max Demo Hammer Elec	\$50.98	\$149.94	441.00	N/A
2462	Demo Hammers, Tool	Hilti SDS Max Demo Hammer Elec - TOD	\$50.98	\$149.94	441.00	N/A
33	Demolition Equip, Tool	Box Trash Lg 5' x 8' Steel Cap 1300lb	\$31.43	\$92.45	271.92	N/A
34	Demolition Equip, Tool	Box Trash Lg 5' x 8' Steel Cap 5200lb	\$31.43	\$92.45	271.92	N/A
35	Demolition Equip, Tool	BoxTrashSM4'x6'Steelratedto1300lbs	\$27.17	\$79.90	235.01	N/A
39	Demolition Equip, Tool	Box Trash Sm 4' x 6' Steel Cap 5200lb	\$26.41	\$77.68	228.48	N/A
160	Demolition Equip, Tool	Conveyor 26' x 18" Electric 110V	\$177.91	\$523.26	1,539.00	N/A
213	Demolition Equip, Tool	DemoRobotAttachmentBucketStandardw20.5"	\$0.00	\$0.00	0.00	N/A
214	Demolition Equip, Tool	DemoRobotAttachmentCrossCutChiselStand	\$0.00	\$0.00	0.00	N/A
215	Demolition Equip, Tool	DemolitionRobotAttachmentDCR100Crusher	\$0.00	\$0.00	0.00	N/A
216	Demolition Equip, Tool	DemoRobotAttachmentSB152AdapterPlate	\$0.00	\$0.00	0.00	N/A
217	Demolition Equip, Tool	DemolitionRobotAttachmentSB152Breaker	\$0.00	\$0.00	0.00	N/A
218	Demolition Equip, Tool	DemolitionRobotAttachmentWideChisel	\$0.00	\$0.00	0.00	N/A
219	Demolition Equip, Tool	DemolitionRobotDXR140	\$1,352.14	\$3,976.90	11,696.75	N/A
1063	Demolition Equip, Tool	BoxTrashLg 4' x 8'AlumSelfDumpCap6600lb	\$18.23	\$53.60	157.66	N/A
2276	Demolition Equip, Tool	Ceiling Wire Cutter Wire Wolf 7'-18'	\$24.61	\$72.37	212.86	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
162	Drills, Tool	Core Drill	\$105.00	\$361.00	998.00	N/A
163	Drills, Tool	Core Drill Portable	\$99.00	\$408.00	1,224.00	N/A
164	Drills, Tool	Tile Core Drill W/Miyamaga/Water/H20Tank	\$75.00	\$210.00	84.00	N/A
230	Drills, Tool	Drill Press 1/2" Electric Magnetic	\$69.00	\$170.00	391.00	N/A
233	Drills, Tool	Drill Press Electric Bench	\$80.00	\$230.00	110.00	N/A
237	Drills, Tool	Drill Press Electric Floor	\$35.00	\$105.00	260.00	N/A
783	Drills, Tool	Core Drill DD30-W Quiet w/WMS 100	\$98.88	\$290.82	855.36	N/A
2447	Drills, Tool	Hilti Mixing Drill Cordless	\$32.77	\$96.39	283.50	N/A
2107	Dust Extractor, Tool	Dust Extractor Kit For Hilti TE 3000-AVR	\$0.00	\$0.00	0.00	N/A
2108	Dust Extractor, Tool	Dust Extractor Kit For Hilti TE 2000-AVR	\$0.00	\$0.00	0.00	N/A
1581	Electrical, Tool	Light Tripod Kit 20V MAX Kit	\$26.00	\$77.00	200.00	N/A
2709	Electrical, Tool	Hilti Tripod Light Kit SL 10-22 - TOD	\$39.80	\$117.05	344.25	N/A
338	Enclosure, Tool	DFBS 2' Panel Assembly Opal	\$14.18	\$41.71	122.67	N/A
344	Enclosure, Tool	DFBS 2' Panel Assembly w/HEPA Port Opal	\$15.97	\$46.96	138.12	N/A
345	Enclosure, Tool	DFBS 3' Panel Assembly Opal	\$18.07	\$53.15	156.33	N/A
346	Enclosure, Tool	DFBS 3' Panel Assembly w/HEPA Port Opal	\$15.15	\$44.55	131.04	N/A
347	Enclosure, Tool	DFBS 4' Panel Assembly Opal	\$19.11	\$56.21	165.33	N/A
348	Enclosure, Tool	DFBS 12' Panel Assembly Opal	\$9.41	\$27.67	81.39	N/A
349	Enclosure, Tool	DFBS48"PanelAssemblyW/44"DoorPushButOpal	\$38.68	\$113.75	334.57	N/A
351	Enclosure, Tool	DFBS Hinged Corner Assembly Opal	\$5.97	\$17.56	51.65	N/A
352	Enclosure, Tool	DFBS Panel Transport Cart	\$9.12	\$26.81	78.86	N/A
1386	Enclosure, Tool	DFBS52"PanelAssemblyW/48"DoorPushButOpal	\$32.50	\$95.58	281.11	N/A
2341	Enclosure, Tool	STARC Hinged Door 42"w/CrashBar-Key-Yale	\$66.96	\$168.48	421.20	N/A
2342	Enclosure, Tool	STARC Hinged Door 42"w/Handle Set-Yale	\$66.96	\$168.48	421.20	N/A
2345	Enclosure, Tool	STARC Wall Panel 42" x (6'-10" - 10'-3")	\$32.40	\$82.08	205.20	N/A
2347	Enclosure, Tool	STARC Wall Panel 32" x (6'-10" - 10'-3")	\$23.76	\$58.32	145.80	N/A
2349	Enclosure, Tool	STARC Wall Panel 24" x (6'-10" - 10'-3")	\$30.24	\$75.60	189.00	N/A
2350	Enclosure, Tool	STARC Wall Panel 18" x (6'-10" - 10'-3")	\$30.24	\$75.60	189.00	N/A
2351	Enclosure, Tool	STARC Wall Panel 12" x (6'-10" - 10'-3")	\$23.76	\$58.32	145.80	N/A
2360	Enclosure, Tool	STARC Mobility Cart w/5" Swivel Casters	\$15.92	\$46.82	137.70	N/A
2606	Enclosure, Tool	STARC Hinged Door 42"w/PushButtonLockset	\$66.96	\$168.48	421.20	N/A
2608	Enclosure, Tool	STARC Hinged Door 54"w/PushButtonLockset	\$75.60	\$172.80	432.00	N/A
2609	Enclosure, Tool	STARC 32" Negative Air Mgmt Panel	\$23.76	\$58.32	145.80	N/A
2613	Enclosure, Tool	STARC Hinged Door 42"w/KABAPushButtonLck	\$64.80	\$168.48	421.20	N/A
2640	Enclosure, Tool	STARC LW Wall Panel 48" x (6'-10"-10'-3")	\$17.70	\$52.05	153.08	N/A
2647	Enclosure, Tool	STARC LW Wall Panel 36" x (6'-10"-10'-3")	\$16.73	\$49.22	144.75	N/A
2648	Enclosure, Tool	STARC LW Wall Panel 24" x (6'-10"-10'-3")	\$13.13	\$38.62	113.58	N/A
2651	Enclosure, Tool	STARC LW Wall Panel 18" x (6'-10"-10'-3")	\$10.92	\$32.12	94.47	N/A
2653	Enclosure, Tool	STARC LW Wall Panel 12" x (6'-10"-10'-3")	\$8.71	\$25.62	75.37	N/A
2654	Enclosure, Tool	STARC LW Right Wall Interface 12"	\$11.00	\$27.00	68.00	N/A
2663	Enclosure, Tool	STARC LW Left Wall Interface 12"	\$11.00	\$27.00	68.00	N/A
2675	Enclosure, Tool	STARC LW Hinged Door 42"w/Handle Set	\$35.81	\$105.33	309.79	N/A
2720	Enclosure, Tool	STARC 15-90° Flexible Corner	\$8.64	\$22.68	57.24	N/A
21	Fall Protection, Tool	Anchor Beam 18" Adjustable	\$10.53	\$30.96	91.07	N/A
23	Fall Protection, Tool	Anchor Roof Plate 20" x 20" Aluminum	\$2.42	\$7.11	20.91	N/A
502	Fall Protection, Tool	Horiz Synthetic Rope 40' Lifeline	\$15.57	\$45.79	134.69	N/A
509	Fall Protection, Tool	Horiz Synthetic Rope 60' Lifeline	\$17.14	\$50.43	148.31	N/A
510	Fall Protection, Tool	Horiz Synthetic Rope 70' Lifeline	\$17.84	\$52.47	154.32	N/A
658	Fall Protection, Tool	Mobile Fall Protection System	\$240.00	\$600.00	1,500.00	N/A
876	Fall Protection, Tool	Retractable 20' Lifeline	\$5.48	\$16.13	47.43	N/A
881	Fall Protection, Tool	Retractable 30' Lifeline	\$40.00	\$80.00	140.00	N/A
882	Fall Protection, Tool	Retractable 39' Lifeline	\$37.80	\$112.32	336.96	N/A
883	Fall Protection, Tool	Retractable 50' Lifeline	\$55.00	\$135.00	330.00	N/A
886	Fall Protection, Tool	Retractable 50' Lifeline With Winch	\$99.36	\$299.16	898.56	N/A
888	Fall Protection, Tool	Retractable 85' Lifeline	\$70.00	\$175.00	400.00	N/A
1414	Fall Protection, Tool	Retractable Leading Edge 30'	\$40.00	\$80.00	240.00	N/A
1582	Fall Protection, Tool	Retractable Leading Edge 55'	\$40.00	\$80.00	240.00	N/A
1588	Fall Protection, Tool	Anchor Roof Tube Base Plate	\$10.04	\$29.53	86.86	N/A
1702	Fall Protection, Tool	Retrieval Tripod	\$56.00	\$170.00	435.00	N/A
1765	Fall Protection, Tool	Anchor Door Jamb	\$19.93	\$58.62	172.42	N/A
2191	Fall Protection, Tool	Retractable Leading Edge 15'	\$40.00	\$80.00	240.00	N/A
1025850	Fall Protection, Tool	Handrail Holder Clamp Parapet Yellow	\$1.16	\$3.40	10.00	N/A
1025961	Fall Protection, Tool	Safety Rail Guard Yellow 10'	\$1.62	\$4.76	14.00	N/A
1025962	Fall Protection, Tool	Safety Rail Guard Rail Yellow 5'	\$1.16	\$3.40	10.00	N/A
1025963	Fall Protection, Tool	Safety Rail Base Guard Rail Yellow	\$1.39	\$4.08	12.00	N/A
1025964	Fall Protection, Tool	Safety Rail Base Mover Dolly Yellow	\$1.39	\$4.08	12.00	N/A
1251026	Fall Protection, Tool	Safety Rail Pipe Stanchion Warning Line Yellow	\$1.39	\$4.08	12.00	N/A
1251350	Fall Protection, Tool	Handrail Post Pocket Slab Edge McGough Made	\$0.67	\$1.98	5.81	N/A
357	Fans, Tool	Fan 36" Tilt Cart with OSHA Guard	\$11.56	\$34.00	100.00	N/A
359	Fans, Tool	Fan 20" Cylinder Sure Flame Blue	\$11.56	\$34.00	100.00	N/A
173	Finishers Equip, Tool	Curb Machine Lg (Billed Per Foot)	\$2.00	Per Foot	Per Foot	N/A
926	Finishers Equip, Tool	Screed Magic 10' Vibrating Screed Only	\$5.95	\$16.15	43.35	N/A
927	Finishers Equip, Tool	Screed Magic 12' Vibrating Screed Only	\$5.95	\$16.15	43.35	N/A
928	Finishers Equip, Tool	Screed Magic 16' Vibrating Screed Only	\$7.95	\$20.15	51.35	N/A
929	Finishers Equip, Tool	Screed Magic 16' Vib 2 Man Screed Only	\$7.95	\$20.15	51.35	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
930	Finishers Equip, Tool	Screed Magic 20' Vib 2 Man Screed Only	\$7.95	\$20.15	51.35	N/A
931	Finishers Equip, Tool	Screed Adjustable Truss Screed (Billed Per Foot)	\$15.00	Per Foot	Per Foot	N/A
932	Finishers Equip, Tool	Screed Highway Bump Cutter	\$6.64	\$19.92	59.76	N/A
1095	Finishers Equip, Tool	Trowel 4' WB Gas	\$74.80	\$221.00	550.80	N/A
1096	Finishers Equip, Tool	Trowel 4' WB Propane	\$74.80	\$221.00	550.80	N/A
1097	Finishers Equip, Tool	Trowel 2' Edge Machine Gas	\$48.28	\$122.40	360.40	N/A
1099	Finishers Equip, Tool	Trowel 3' Edger Propane	\$61.88	\$142.80	360.40	N/A
1101	Finishers Equip, Tool	Trowel 3' Edger Gas	\$61.88	\$142.80	360.40	N/A
1102	Finishers Equip, Tool	Trowel 3' WB Electric 230Volt	\$61.88	\$142.80	360.40	N/A
1103	Finishers Equip, Tool	Trowel 6' Riding Wacker Dual Fuel	\$136.04	\$322.47	870.80	N/A
1105	Finishers Equip, Tool	Trowel 8' Riding Diesel 6 Blade	\$207.40	\$421.60	1,190.00	N/A
1106	Finishers Equip, Tool	Trowel 8' Riding Diesel 5 Blade	\$207.40	\$421.60	1,190.00	N/A
1108	Finishers Equip, Tool	Trowel 10' Riding Diesel	\$673.20	\$1,805.40	3,400.00	N/A
1419	Finishers Equip, Tool	Trowel 8' Riding Dual Fuel 6 Blade	\$207.40	\$421.60	1,190.00	N/A
1583	Finishers Equip, Tool	Screed Demon 16' Screed Only	\$7.95	\$20.15	51.35	N/A
1584	Finishers Equip, Tool	Screed Demon 20' Screed Only	\$7.95	\$20.15	51.35	N/A
1585	Finishers Equip, Tool	Screed Demon Power Heads Only	\$97.75	\$352.75	641.75	N/A
1628	Finishers Equip, Tool	Screed Demon 10' Screed Only	\$5.95	\$12.00	36.00	N/A
1710	Finishers Equip, Tool	Screed Magic Power Heads Only	\$97.75	\$352.75	641.75	N/A
1758	Finishers Equip, Tool	Groover / Jointer	\$1.70	\$3.40	9.35	N/A
1759	Finishers Equip, Tool	Handles for Finish Equip 1-3/4"x6' Snap	\$0.00	\$0.00	0.00	N/A
1760	Finishers Equip, Tool	Concrete Stamp Set	\$131.28	\$393.84	1,181.52	N/A
2126	Finishers Equip, Tool	Trowel 5' Riding Mini Gas	\$96.04	\$282.47	830.80	N/A
2134	Finishers Equip, Tool	Generator 480V/110V 3 Phase P16KVA	\$203.00	\$535.00	1,209.00	N/A
2159	Finishers Equip, Tool	Trowel 2' WB Mini Edger Gas	\$48.28	\$122.40	360.40	N/A
2289	Finishers Equip, Tool	Screed Demon 8' Screed Only	\$7.00	\$14.00	28.00	N/A
2335	Finishers Equip, Tool	Screed Milwaukee Battery Power Head Only	\$97.75	\$352.75	641.75	N/A
2336	Finishers Equip, Tool	Screed Milwaukee 12' Screed Only	\$5.95	\$16.15	43.35	N/A
2392	Finishers Equip, Tool	Trowel 2.5' Edge Machine	\$48.28	\$122.40	360.40	N/A
65	Flooring Equip, Tool	Carpet Cleaner 20' With Wand	\$110.00	\$305.00	615.00	N/A
66	Flooring Equip, Tool	Carpet Puller	\$105.00	\$255.00	765.00	N/A
221	Flooring Equip, Tool	Disc Buffer Sandpaper Holder	\$5.99	\$17.63	51.84	N/A
225	Flooring Equip, Tool	Floor Buffer Scrape Away Disc	\$19.35	\$56.92	167.40	N/A
363	Flooring Equip, Tool	Floor Buffer w/out Brush	\$60.00	\$180.00	285.00	N/A
372	Flooring Equip, Tool	Floor Scraper Panther Foldable Ramp	\$0.00	\$0.00	0.00	N/A
373	Flooring Equip, Tool	Floor Scraper Tile/Carpet StripperRideOn	\$1,060.00	\$2,710.00	6,560.00	N/A
374	Flooring Equip, Tool	Floor Scraper Tile/Carpet Stripper WB	\$215.00	\$825.00	2,445.00	N/A
376	Flooring Equip, Tool	Floor Scrubber Lg Walk Behind	\$325.00	\$1,005.00	2,310.00	N/A
377	Flooring Equip, Tool	Floor Scrubber Small Walk Behind	\$255.00	\$685.00	1,200.00	N/A
378	Flooring Equip, Tool	FloorSweeperVacBatteryWalkBehind	\$275.00	\$695.00	1,210.00	N/A
992	Flooring Equip, Tool	SweeperAngleGasWalkBehind	\$102.60	\$275.40	664.20	N/A
993	Flooring Equip, Tool	Sweeper Riding	\$660.00	\$2,070.00	3,449.00	N/A
1093010	Flooring Equip, Tool	Carpet Puller Bar 1'	\$0.00	\$0.00	0.00	N/A
1093011	Flooring Equip, Tool	Carpet Puller Bar 4'	\$0.00	\$0.00	0.00	N/A
1093012	Flooring Equip, Tool	Carpet Puller Bar 7'	\$0.00	\$0.00	0.00	N/A
381	Forklift & Accessories, Tool	Fork Mounted Lifting Hook 12000lb Cap	\$40.00	\$90.00	220.00	N/A
382	Forklift & Accessories, Tool	ForkliftTelehandlerSmall16-20' reach	\$417.00	\$1,016.00	2,086.00	N/A
391	Forklift & Accessories, Tool	Forklift Telehandler	\$696.00	\$1,498.00	3,745.00	N/A
392	Forklift & Accessories, Tool	Forklift Warehouse 5000 Lbs max	\$294.00	\$744.00	1,493.00	N/A
393	Forklift & Accessories, Tool	Forklift Warehouse 6000 Lbs max	\$337.00	\$770.00	1,707.00	N/A
1113	Forklift & Accessories, Tool	TrussJibAdjust6'-11'9"6klb-3klbLiftCap	\$64.00	\$153.00	425.00	N/A
1362	Forklift & Accessories, Tool	Fork Extensions #s 7' Long 5' Wide Set	\$10.36	\$30.47	89.63	N/A
1714	Forklift & Accessories, Tool	Fork Extensions #s 7' Long 6' Wide Set	\$21.00	\$64.00	128.00	N/A
1949	Forklift & Accessories, Tool	Megadeck Traction Mat Tool	\$3.78	\$7.56	27.00	N/A
2436	Forklift & Accessories, Tool	TrussJibAdjustfrom7'-12'8000lb-3000lbCap	\$55.00	\$115.00	330.00	\$9.17
2438	Forklift & Accessories, Tool	Snow Bucket 96" Lull	\$46.00	\$148.00	374.00	N/A
155068	Forklift & Accessories, Tool	Megadeck Track Mat 7'x14' 705,000 lb/mat	\$5.20	\$26.00	125.00	N/A
155069	Forklift & Accessories, Tool	Megadeck Traction Mat Camlock Pin	\$2.16	\$5.40	10.80	N/A
1055020	Forklift & Accessories, Tool	Fork Attachment Moving Trailers	\$0.00	\$0.00	0.00	N/A
1055036	Forklift & Accessories, Tool	GroundTractionMatTrakMat44"x8'	\$15.92	\$46.80	137.60	N/A
G023000	Garage Beam System, Tool	GBSSplitBeamForm16"/18"x24-1/4"x10'830lb	\$14.52	\$42.71	125.61	N/A
G023001	Garage Beam System, Tool	GBSSplitBeamFrm16"/18"x24-1/4"x6'6"540lb	\$13.01	\$38.28	112.58	N/A
G023002	Garage Beam System, Tool	GBSSplitBeamFrm16"/18"x24-1/4"x6'2"515lb	\$12.35	\$36.32	106.81	N/A
G023003	Garage Beam System, Tool	GBSSplitBeamForm16"/18"x24-1/4"x6'498lb	\$12.35	\$36.32	106.81	N/A
G023004	Garage Beam System, Tool	GBSSplitBeamFrm16"/18"x24-1/4"x4'9"407lb	\$9.95	\$29.26	86.07	N/A
G023005	Garage Beam System, Tool	GBSSplitBeamFrm16"/18"x24-1/4"x4'8"399lb	\$9.95	\$29.26	86.07	N/A
G023006	Garage Beam System, Tool	GBSSplitBeamForm16"/18"x24-1/4"x4'332lb	\$9.79	\$28.79	84.67	N/A
G023007	Garage Beam System, Tool	GBS CapEPanelInsideCollar16"/18"x24-1/4"	\$4.52	\$13.29	39.08	N/A
G023008	Garage Beam System, Tool	GBSCapEPanelOutsideCollar16"/18"x24-1/4"	\$4.52	\$13.29	39.08	N/A
G023009	Garage Beam System, Tool	GBSSpeedBolt3/4"x2"	\$0.01	\$0.03	0.09	N/A
G023010	Garage Beam System, Tool	GBS Speed Nut 3/4"	\$0.01	\$0.02	0.06	N/A
G023011	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x47"	\$5.27	\$15.50	45.59	N/A
G023012	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x42"	\$5.06	\$14.87	43.73	N/A
G023013	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x39"	\$4.95	\$14.55	42.80	N/A
G023014	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x37"	\$4.84	\$14.24	41.87	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
G023015	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x36"	\$4.79	\$14.08	41.40	N/A
G023016	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x34"	\$4.57	\$13.44	39.54	N/A
G023017	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x30"	\$4.52	\$13.29	39.08	N/A
G023018	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x28"	\$3.66	\$10.76	31.63	N/A
G023019	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x27"	\$3.66	\$10.76	31.63	N/A
G023020	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x25"	\$3.60	\$10.60	31.17	N/A
G023021	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x22"	\$3.44	\$10.12	29.77	N/A
G023022	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x20"	\$3.33	\$9.81	28.84	N/A
G023023	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x19"	\$2.99	\$8.79	25.87	N/A
G023024	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x18"	\$2.96	\$8.70	25.59	N/A
G023025	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x16"	\$2.90	\$8.54	25.12	N/A
G023026	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x14"	\$2.90	\$8.54	25.12	N/A
G023027	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x13"	\$2.85	\$8.38	24.66	N/A
G023028	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x12"	\$2.69	\$7.91	23.26	N/A
G023029	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x11"	\$2.42	\$7.12	20.93	N/A
G023030	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x10"	\$2.42	\$7.12	20.93	N/A
G023031	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x8"	\$2.10	\$6.17	18.14	N/A
G023032	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x7"	\$2.10	\$6.17	18.14	N/A
G023033	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x6"	\$1.72	\$5.06	14.89	N/A
G023034	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x5"	\$1.72	\$5.06	14.89	N/A
G023035	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x4"	\$1.67	\$4.90	14.42	N/A
G023036	Garage Beam System, Tool	GBSEndBeamExtension16"/18"x24-1/4"x2"	\$1.61	\$4.75	13.96	N/A
G023037	Garage Beam System, Tool	GBSShoringHi-LoadFrame5'0"Wx5'3"H	\$3.07	\$9.02	26.52	N/A
G023038	Garage Beam System, Tool	GBSShoringSaddleBeam6'122lb	\$2.90	\$8.54	25.12	N/A
G023039	Garage Beam System, Tool	GBSShoringBottomJack/AdjFeet	\$1.05	\$3.10	9.12	N/A
G023040	Garage Beam System, Tool	GBSShoringTopJack/AdjHead	\$1.00	\$2.93	8.63	N/A
G023041	Garage Beam System, Tool	GBSShoringCollarForScrewJackRetainer	\$0.28	\$0.81	2.38	N/A
G023042	Garage Beam System, Tool	GBSShoringProngForScrewJackRetainer	\$0.28	\$0.81	2.38	N/A
G023043	Garage Beam System, Tool	GBSShoringSaddleBeamHingePlate	\$0.32	\$0.94	2.77	N/A
G023044	Garage Beam System, Tool	GBSShoringPinw/Clip-SaddleBeamHingePlate	\$0.09	\$0.25	0.74	N/A
G023045	Garage Beam System, Tool	GBSShoringBolt&Nut5/8"x4" SaddleBmHingePl	\$0.03	\$0.09	0.26	N/A
G023046	Garage Beam System, Tool	GBSShoringBolt&Nut1/2"x7" SaddleBmHingePl	\$0.03	\$0.08	0.24	N/A
G023047	Garage Beam System, Tool	GBSShoringCrossBrace4'x10'	\$0.25	\$0.73	2.14	N/A
G023048	Garage Beam System, Tool	GBSStrippingRackLargePanel	\$53.24	\$156.59	460.56	N/A
G023049	Garage Beam System, Tool	GBSStrippingRackSmallPanel	\$27.96	\$82.25	241.91	N/A
G023050	Garage Beam System, Tool	GBS Beam Dollie	\$26.89	\$79.09	232.61	N/A
G023051	Garage Beam System, Tool	GBSPanelCart/Mat.Dollie	\$27.43	\$80.67	237.26	N/A
G023052	Garage Beam System, Tool	GBSTongueForPanelCart/Mat.Dollie	\$2.64	\$7.76	22.82	N/A
G023053	Garage Beam System, Tool	GBS Safety Bracket For Safety Rail	\$0.16	\$0.47	1.38	N/A
G023054	Garage Beam System, Tool	GBS Safety Rail 7' Aluminum	\$2.11	\$6.20	18.24	N/A
G023055	Garage Beam System, Tool	GBSPushPullBrace6"	\$1.67	\$4.90	14.42	N/A
G023056	Garage Beam System, Tool	GBST-BracketForPushPull	\$0.27	\$0.79	2.33	N/A
G023057	Garage Beam System, Tool	GBSSpiderBracketTablePicksw/HMSStiffener	\$0.38	\$1.11	3.26	N/A
G023058	Garage Beam System, Tool	GBSSwingBolt	\$0.34	\$1.00	2.94	N/A
G023059	Garage Beam System, Tool	GBSSwingBoltReceiver	\$0.28	\$0.83	2.46	N/A
G023060	Garage Beam System, Tool	GBSShoringI BeamStringer10'w8x13	\$0.38	\$1.12	3.30	N/A
G023061	Garage Beam System, Tool	GBSShoringI BeamStringer20'w8x13	\$0.92	\$2.71	7.98	N/A
G023062	Garage Beam System, Tool	GBS Shoring I Beam Stringer 8'6" w8x13	\$0.33	\$0.96	2.83	N/A
G023063	Garage Beam System, Tool	GBSShoringI BeamStringer30'w8x13	\$2.03	\$5.96	17.52	N/A
G023064	Garage Beam System, Tool	GBSShoringI BeamStringer40'w8x13	\$2.70	\$7.95	23.37	N/A
103001	Gates System, Tool	Camlock Brackets Gates System	\$0.01	\$0.03	0.14	N/A
103002	Gates System, Tool	CamlockStiffbackGrasshopperGatesSystem	\$0.02	\$0.07	0.21	N/A
103007	Gates System, Tool	Outrigger Gates System	\$3.68	\$10.82	31.83	N/A
103008	Gates System, Tool	Safety Post Gates System	\$0.27	\$0.80	2.35	N/A
413	Generators, Tool	Generator 60Hz Diesel w/Trailer	\$324.00	\$952.56	2,800.53	N/A
414	Generators, Tool	Generator 2000W Gas portable	\$53.55	\$132.60	317.05	\$6.17
421	Generators, Tool	Generator 5000W Gas High Cycle	\$59.00	\$200.00	468.00	\$9.83
424	Generators, Tool	Generator 7000W Gas Quiet	\$100.00	\$300.00	750.00	\$16.67
426	Grinding Equip, Tool	Grinder 2" Air Rotopeen Kit	\$0.00	\$0.00	0.00	N/A
461	Grinding Equip, Tool	Grinder 8" Floor Walk Behind With Shroud	\$67.81	\$199.45	586.62	N/A
464	Grinding Equip, Tool	Grinder Ceiling Grinder With Vacuum	\$17.72	\$52.12	153.30	N/A
467	Grinding Equip, Tool	FloorGrinder/Polish/Demo 16" WB Elec Hr	\$199.84	\$587.54	1,727.36	N/A
468	Grinding Equip, Tool	GrinderFlrBufferBurn28"WalkBehindLP28"Hr	\$124.94	\$367.47	1,080.80	N/A
469	Grinding Equip, Tool	FloorGrinder/Polish 11" Edger WB Elec Hr	\$97.20	\$285.77	840.16	N/A
470	Grinding Equip, Tool	Floor Grinder/Polisher 32" WB w/ Vac	\$910.00	\$2,295.00	5,865.00	N/A
471	Grinding Equip, Tool	Floor Grinder/Polish 32"WB(RC) w/Vac Hr	\$594.00	\$1,746.36	5,134.30	N/A
472	Grinding Equip, Tool	FloorGrinder/Polish 16" WB Elec Hr	\$199.84	\$587.54	1,727.36	N/A
721	Grinding Equip, Tool	Concrete Floor Planer Hourly	\$325.00	\$885.00	2,230.00	N/A
923	Grinding Equip, Tool	Scarifier Electric With Carbide Heads	\$193.16	\$568.11	1,670.90	N/A
1376	Grinding Equip, Tool	Floor Finishing Shot Blast Machine	\$325.00	\$785.00	1,715.00	N/A
1388	Grinding Equip, Tool	Floor Grinder/Polish 20" WB Elec Hr	\$320.00	\$910.00	2,125.00	N/A
2005	Grinding Equip, Tool	Grinder 6" 60V Cordless DeWalt	\$25.83	\$75.98	223.46	N/A
2079	Grinding Equip, Tool	Grinder 4" Cordless w/GrindingDustShroud	\$24.84	\$62.64	117.72	N/A
2274	Grinding Equip, Tool	Floor Grinder EDCO TL-9 Elec Hr	\$85.00	\$200.00	530.00	N/A
2432	Grinding Equip, Tool	Hilti 4-1/2" Grinder	\$22.08	\$64.93	190.98	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
2446	Grinding Equip, Tool	Hilti 6" Grinder	\$25.75	\$75.74	222.75	N/A
2508	Grinding Equip, Tool	Hilti 6" Grinder - TOD	\$25.75	\$75.74	222.75	N/A
2510	Grinding Equip, Tool	Hilti 4-1/2" Grinder - TOD	\$22.08	\$64.93	190.98	N/A
2743	Grinding Equip, Tool	Husqvarna Edge Grinder 270	\$72.25	\$170.00	450.50	\$9.05
2767	Grinding Equip, Tool	Hilti Long Drywall Sander - TOD	\$120.69	\$354.96	1,044.00	N/A
474	Heaters, Tool	Heater 10000BTUElectricFanYellow480V	\$66.47	\$195.50	575.00	N/A
2008	Heaters, Tool	Heater Ripack Propane Poly Heating Gun	\$13.53	\$39.79	117.03	N/A
1371	Hoses, Tool	Hose Discharge 2" x 50' Unique #	\$8.00	\$20.00	44.00	N/A
1372	Hoses, Tool	Hose Discharge 3" x 50' Unique #	\$10.00	\$22.00	66.00	N/A
1373	Hoses, Tool	Suction Hose 2" x 25' Unique #	\$8.00	\$15.00	51.00	N/A
1374	Hoses, Tool	Suction Hose 3" x 25' Unique #	\$8.67	\$25.50	75.00	N/A
1375	Hoses, Tool	Firehose Poly 1-1/2" x 100' Unique #	\$10.26	\$30.24	89.64	N/A
101016	Hoses, Tool	Firehose Woven 2-1/2" x 50'	\$6.48	\$18.36	54.00	N/A
1029001	Hoses, Tool	Hose Air 3/4" 50'	\$12.00	\$29.00	84.00	N/A
1029003	Hoses, Tool	Hose Air 1" 50' (Sandblaster?)	\$6.48	\$18.36	54.00	N/A
1097000	Hoses, Tool	Hose Pressure Washer Hotsy 3/8" 50'	\$6.00	\$12.00	37.00	N/A
2441	Impact Wrenches, Tool	Hilti 1/2" Impact	\$27.05	\$79.56	234.00	N/A
2480	Impact Wrenches, Tool	Hilti 1/2" Impact - TOD	\$27.05	\$79.56	234.00	N/A
564	Ladders, Tool	Ladder Extension 28' FG	\$34.56	\$102.60	204.12	N/A
575	Ladders, Tool	Ladder Extension 40' FG	\$46.00	\$107.00	277.00	N/A
576	Ladders, Tool	Ladder Multi Position 22' Large	\$39.00	\$94.00	260.00	N/A
1928	Ladders, Tool	AdjustaStair 18 Step 36"W 9-14.4ft Range	\$82.21	\$241.78	711.13	N/A
588	Landing Platforms, Tool	Landing Platform 8' X 10'	\$55.00	\$161.70	475.40	N/A
590	Landing Platforms, Tool	Landing Platform Magic Carpet	\$55.00	\$161.70	475.40	N/A
25	Lawn Equip, Tool	Two Man Handheld Auger Motor	\$91.00	\$209.00	397.00	N/A
109	Lawn Equip, Tool	Auger Bit Hand Held 8" Dia X 36"	\$9.00	\$19.00	48.00	N/A
610	Lawn Equip, Tool	Lawn Aerator Plug	\$75.60	\$237.60	486.00	N/A
1536	Lawn Equip, Tool	Blower Back Pack Gas Liquid Sprayer	\$23.10	\$67.93	199.80	N/A
2445	Lawn Equip, Tool	Hilti Leaf Blower	\$26.53	\$78.03	229.50	N/A
2482	Lawn Equip, Tool	Hilti Leaf Blower - TOD	\$26.53	\$78.03	229.50	N/A
154	Layout, Tool	ColumnClampwithRatchetStrapHeavyDuty	\$8.53	\$25.10	73.82	N/A
602	Layout, Tool	Laser PM40-MG Green 3Line 1PointCrosslin	\$18.73	\$55.08	162.00	N/A
603	Layout, Tool	Laser PMC 46 2 Line 5 Point Cross-line	\$18.73	\$55.08	162.00	N/A
604	Layout, Tool	Laser Quad 1000 Plumb Laser	\$61.01	\$175.00	500.00	N/A
605	Layout, Tool	Laserlevel Exterior Spectre	\$61.01	\$175.00	500.00	N/A
607	Layout, Tool	LaserlevelInteriorDuelPlum Green Spinner	\$61.01	\$175.00	500.00	N/A
608	Layout, Tool	LaserlevelInteriorDuelPlumSelfLevel	\$61.01	\$175.00	500.00	N/A
609	Layout, Tool	LaserlevelInteriorSinglePlumSelfLevel	\$61.01	\$175.00	500.00	N/A
616	Layout, Tool	Level Auto / Eye Level	\$4.90	\$14.40	42.35	N/A
988	Layout, Tool	Surveyor Rod Inches	\$15.00	\$44.10	129.65	N/A
989	Layout, Tool	Surveyor Rod Tenths	\$15.00	\$44.10	129.65	N/A
1040	Layout, Tool	Total Station 2 Man 3000'	\$150.28	\$442.00	1,300.00	N/A
1041	Layout, Tool	Total Station Layout Ipad Air	\$0.00	\$0.00	0.00	N/A
1042	Layout, Tool	Total Station Layout TabletTrimblem 2	\$113.49	\$333.80	981.75	N/A
1044	Layout, Tool	Total Station Robotic 3000'	\$416.16	\$1,224.00	3,600.00	N/A
1059	Layout, Tool	Transit / Theodolite Layout	\$40.00	\$120.00	360.00	N/A
1066	Layout, Tool	Tripod Aluminum	\$10.50	\$30.87	90.76	N/A
1069	Layout, Tool	Tripod Graphite	\$15.75	\$46.31	136.13	N/A
1071	Layout, Tool	Tripod Wood	\$15.75	\$46.31	136.13	N/A
1072	Layout, Tool	TripodAutomaticTripodBatteryPowered	\$53.06	\$156.06	459.00	N/A
1073	Layout, Tool	Tripod Crank-Up Aluminum	\$6.55	\$19.28	56.70	N/A
1074	Layout, Tool	Tripod Crank-Up Fiberglass	\$15.75	\$46.31	136.13	N/A
1084	Layout, Tool	Tripod Crank-Up Wood	\$15.75	\$46.31	136.13	N/A
1088	Layout, Tool	Tripod Total Station Graphite	\$0.00	\$0.00	0.00	N/A
1737	Layout, Tool	Total Station Eye Piece 90 Degree	\$8.50	\$24.99	73.50	N/A
1975	Layout, Tool	Laser PM 30-MG Multi-Line Green	\$18.73	\$55.08	162.00	N/A
2061	Layout, Tool	Laser L2P5 Cross Line/Dot Leica Green	\$18.73	\$55.08	162.00	N/A
2638	Layout, Tool	Laserlevel Exterior Hilti	\$61.01	\$175.00	500.00	N/A
2708	Layout, Tool	Hilti Laser Measuring Tool - TOD	\$29.13	\$85.68	252.00	N/A
1051033	Layout, Tool	Column Clamp For Laser	\$14.32	\$42.13	123.92	N/A
28	Lifting Equip, Tool	Material Basketw/DropSide48X48X28Cap2500	\$14.80	\$43.52	128.00	N/A
29	Lifting Equip, Tool	Concrete Blanket Rack Lift & Store	\$74.33	\$218.61	642.98	N/A
95	Lifting Equip, Tool	Chain Fall 1/2 Ton 20'	\$18.00	\$45.00	89.00	N/A
96	Lifting Equip, Tool	Chain Fall 2 Ton 10'	\$23.00	\$56.00	113.00	N/A
97	Lifting Equip, Tool	Chain Fall 2 Ton 12'	\$34.56	\$69.12	138.24	N/A
98	Lifting Equip, Tool	Chain Fall 2 Ton 13'	\$34.56	\$69.12	138.24	N/A
99	Lifting Equip, Tool	Chain Fall 2 Ton 14'	\$34.56	\$69.12	138.24	N/A
100	Lifting Equip, Tool	Chain Fall 2 Ton 20'	\$32.00	\$79.00	135.00	N/A
101	Lifting Equip, Tool	Chain Fall 2 Ton 21'	\$34.56	\$69.12	138.24	N/A
102	Lifting Equip, Tool	Chain Fall 3 Ton 10'	\$34.00	\$85.00	165.00	N/A
103	Lifting Equip, Tool	Chain Fall 5 Ton 14'	\$71.00	\$177.00	300.00	N/A
104	Lifting Equip, Tool	Chain Fall 5 Ton 16'	\$71.00	\$177.00	300.00	N/A
156	Lifting Equip, Tool	Come-A-Long Ratchet 1-1/2 Ton Chain	\$26.00	\$66.00	132.00	N/A
157	Lifting Equip, Tool	Come-A-Long Ratchet 2 Ton Chain	\$17.00	\$43.00	135.00	N/A
158	Lifting Equip, Tool	Come-A-Long Ratchet 3 Ton Chain	\$32.00	\$81.00	161.00	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
159	Lifting Equip, Tool	Come-A-Long Ratchet 3/4 Ton Chain	\$20.00	\$51.00	102.00	N/A
169	Lifting Equip, Tool	Crane1TonHydraulicCherryPicker2000lbCap	\$97.70	\$287.23	844.45	N/A
172	Lifting Equip, Tool	CraneSmHydraulicCherryPicker	\$64.45	\$189.50	557.12	N/A
476	Lifting Equip, Tool	Hoist 1 Ton Electric	\$62.64	\$186.84	561.60	N/A
477	Lifting Equip, Tool	Hoist 5 Ton Electric	\$249.48	\$748.44	2,245.32	N/A
481	Lifting Equip, Tool	Hoist Electric	\$57.24	\$168.48	505.44	N/A
511	Lifting Equip, Tool	HydraulicCylinder5TonSingleActingPortabl	\$12.00	\$35.00	104.00	N/A
512	Lifting Equip, Tool	HydraulicCylinder10TonLowHeightPortable	\$19.44	\$57.24	168.48	N/A
513	Lifting Equip, Tool	HydraulicCylinder10TonSingleActingPortab	\$25.00	\$50.00	100.00	N/A
518	Lifting Equip, Tool	Hydraulic Jack 10 Ton Portable	\$17.00	\$35.00	70.00	N/A
521	Lifting Equip, Tool	HydraulicSpreader1TonSmPortable	\$12.96	\$37.80	112.32	N/A
528	Lifting Equip, Tool	HydraulicSpreader3/4TonLgPortable	\$125.00	\$255.00	485.00	N/A
624	Lifting Equip, Tool	Lift Drywall Telpro	\$40.00	\$157.00	470.00	N/A
625	Lifting Equip, Tool	Lift Jersey Barrier 9000 lb	\$40.00	\$130.00	380.00	\$6.67
627	Lifting Equip, Tool	Lift Power Vacuum 4 Cup	\$24.02	\$70.66	207.82	N/A
629	Lifting Equip, Tool	LiftingPlatformFloorScrubber4x6Large	\$0.00	\$0.00	0.00	N/A
630	Lifting Equip, Tool	LiftingPlatformFloorScrubber4x5Small	\$0.00	\$0.00	0.00	N/A
634	Lifting Equip, Tool	Lifting Platform Soff-Cut Saw Large	\$0.00	\$0.00	0.00	N/A
637	Lifting Equip, Tool	Lifting Platform Soff-Cut Saw Med	\$0.00	\$0.00	0.00	N/A
642	Lifting Equip, Tool	LiftingPlatformTrowel4'WalkBehind4x5	\$0.00	\$0.00	0.00	N/A
643	Lifting Equip, Tool	Lifting Tong Scissor Stone	\$20.23	\$59.50	175.00	N/A
754	Lifting Equip, Tool	Pallet Jack Electric	\$136.00	\$289.00	650.00	N/A
756	Lifting Equip, Tool	Pallet Jack Manual 6' Forks	\$59.40	\$16.00	462.24	N/A
757	Lifting Equip, Tool	Pallet Jack Manual Adj Forks	\$23.24	\$68.35	201.04	N/A
758	Lifting Equip, Tool	Pallet Jack Manual Narrow	\$51.00	\$175.00	475.00	N/A
759	Lifting Equip, Tool	Pallet Jack Manual Wide	\$40.58	\$119.34	351.00	N/A
785	Lifting Equip, Tool	Plate Alum Dock 48"x 48" 3800#	\$10.19	\$29.96	88.11	N/A
865	Lifting Equip, Tool	Rescue Bucket With 4 Way Sling	\$8.42	\$24.77	72.86	N/A
907	Lifting Equip, Tool	LiftingRackGuardRail5'FramesOnlyYellow	\$0.00	\$0.00	0.00	N/A
908	Lifting Equip, Tool	LiftingRackGuardRail10'FramesOnlyYellow	\$0.00	\$0.00	0.00	N/A
966	Lifting Equip, Tool	SWRopeBridle2Leg 3/4"x14' W/BKLatchHooks	\$32.21	\$94.75	278.67	N/A
967	Lifting Equip, Tool	SWRopeBridle2Leg 5/8"x12' W/BKLatchHooks	\$27.88	\$81.99	241.14	N/A
968	Lifting Equip, Tool	SWRopeBridle2Leg 5/8"x14' W/BKLatchHooks	\$28.27	\$83.14	244.52	N/A
969	Lifting Equip, Tool	SWRopeBridle2Leg 5/8"x16' W/BKLatchHooks	\$28.66	\$84.29	247.90	N/A
970	Lifting Equip, Tool	SWRopeBridle2Leg 5/8"x20' W/BKLatchHooks	\$29.44	\$86.59	254.67	N/A
971	Lifting Equip, Tool	SWRopeBridle4Leg 5/8"x14' W/BKLatchHooks	\$64.63	\$190.09	559.10	N/A
972	Lifting Equip, Tool	SWRopeBridle4Leg 5/8"x16' W/BKLatchHooks	\$67.27	\$197.84	581.90	N/A
973	Lifting Equip, Tool	SWRopeBridle4Leg 5/8"x20' W/BKLatchHooks	\$68.92	\$202.70	596.18	N/A
974	Lifting Equip, Tool	Stacker Crown 3000# Capacity	\$0.00	\$0.00	0.00	N/A
1309	Lifting Equip, Tool	Winch Electric Cable	\$50.03	\$147.15	432.80	N/A
1310	Lifting Equip, Tool	WinchPowerWormGear2000lbCapacity	\$50.03	\$147.15	432.80	N/A
1412	Lifting Equip, Tool	Lifting Platform Trowel 10' RideOn (New)	\$0.00	\$0.00	0.00	N/A
1435	Lifting Equip, Tool	Material Basketw/DropSide48X48X36Cap2500	\$21.96	\$64.58	189.94	N/A
1488	Lifting Equip, Tool	SWRopeBridle2Leg 5/8"x10' W/BKLatchHooks	\$27.48	\$80.84	237.75	N/A
1550	Lifting Equip, Tool	SWRopeBridle4Leg 5/8"x12' W/BKLatchHooks	\$62.55	\$183.98	541.12	N/A
1609	Lifting Equip, Tool	Foot Operated Lift 66" Height 1000lb Cap	\$14.11	\$42.77	129.60	N/A
1731	Lifting Equip, Tool	SWRopeBridle2Leg 3/4"x35' W/BKLatchHooks	\$39.44	\$116.01	341.21	N/A
1866	Lifting Equip, Tool	SWRopeBridle4Leg 5/8"x10' W/BKLatchHooks	\$61.38	\$180.53	530.97	N/A
1867	Lifting Equip, Tool	Plate Alum Dock 36" x 48" 5300#	\$7.27	\$21.37	62.86	N/A
1929	Lifting Equip, Tool	Truss Electric Hydraulic Jack	\$94.79	\$278.78	819.95	N/A
1953	Lifting Equip, Tool	Picking Basket Barrel HD 1000lbs WLL	\$32.40	\$64.80	97.20	N/A
1999	Lifting Equip, Tool	SWRopeBridle2Leg 3/4"x5' W/Thimble Eyes	\$9.26	\$27.23	80.09	N/A
2069	Lifting Equip, Tool	SWRopeBridle2Leg 1/2"x6' W/BKLatchHooks	\$19.40	\$57.06	167.82	N/A
2070	Lifting Equip, Tool	SWRopeBridle2Leg 5/8"x8' W/BKLatchHooks	\$27.09	\$79.69	234.37	N/A
2071	Lifting Equip, Tool	SWRopeBridle2Leg 1/2"x12' W/BKLatchHooks	\$20.43	\$60.09	176.75	N/A
2072	Lifting Equip, Tool	SWRopeBridle4Leg 1/2"x8' W/BKLatchHooks	\$44.32	\$130.36	383.42	N/A
2073	Lifting Equip, Tool	Rescue/Descent Kit 100' w/Control Wheel	\$21.07	\$61.98	182.28	N/A
2404	Lifting Equip, Tool	SWRopeBridle2Leg 7/8"x20' W/BKLatchHooks	\$68.92	\$202.70	596.18	N/A
2581	Lifting Equip, Tool	CRATOS SHERPA Lifting Hook	\$90.00	\$270.00	780.00	\$15.00
1025008	Lifting Equip, Tool	Picking Basket Barrel	\$5.37	\$15.80	46.47	N/A
1090000	Lifting Equip, Tool	Beam Clamp 10 Ton	\$16.48	\$48.47	142.56	N/A
1090005	Lifting Equip, Tool	Beam Trolley	\$24.84	\$74.52	150.12	N/A
24	Loader & Accessories, Tool	Auger Attachment Skid Loader	\$93.50	\$212.50	501.00	N/A
41	Loader & Accessories, Tool	BreakerAttachmentHydraulicSkidLoader	\$277.00	\$680.00	1,700.00	N/A
52	Loader & Accessories, Tool	Brush Mower 72" Skid Loader	\$170.00	\$430.00	1,263.00	N/A
394	Loader & Accessories, Tool	Forks Skid Loader	\$59.00	\$166.00	361.00	N/A
954	Loader & Accessories, Tool	Skid Loader 1850 Lbs	\$412.25	\$1,406.75	2,966.50	N/A
955	Loader & Accessories, Tool	Skid Loader Track Machine	\$412.25	\$1,406.75	2,966.50	N/A
960	Loader & Accessories, Tool	Snow Bucket 84" Skid Loader	\$85.00	\$217.00	621.00	N/A
991	Loader & Accessories, Tool	Sweeper Attachment Skid Loader	\$140.00	\$289.00	774.00	N/A
994	Loader & Accessories, Tool	Sweeper-HopperAttachmentSkidLoader	\$128.00	\$387.00	825.00	N/A
2048	Loader & Accessories, Tool	Skid Loader Snow Plow Ultra-108"	\$140.00	\$420.00	1,260.00	N/A
2049	Loader & Accessories, Tool	Skid Loader Snow Plow FastTach Ultra108"	\$119.00	\$331.00	875.00	N/A
2298	Loader & Accessories, Tool	Forks Skid Loader 48" Caterpillar	\$43.20	\$108.00	259.20	N/A
2300	Loader & Accessories, Tool	Snow Bucket 102" Caterpillar	\$60.00	\$180.00	540.00	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
2435	Loader & Accessories, Tool	Snow Bucket 102" Skid Loader	\$56.18	\$165.24	486.00	N/A
2726	Loader & Accessories, Tool	Skid Loader - DALLAS	\$440.00	\$1,200.00	2,825.00	N/A
2729	Loader & Accessories, Tool	Pickup Broom w/ Water Suppression - DALLAS	\$127.50	\$386.00	824.00	N/A
1056021	Loader & Accessories, Tool	Auger Extension 2'	\$9.00	\$19.00	53.00	N/A
1056022	Loader & Accessories, Tool	Auger Bit 12" Skid Loader	\$24.00	\$52.00	177.00	N/A
1056023	Loader & Accessories, Tool	Auger Bit 24" Skid Loader	\$31.00	\$74.00	192.00	N/A
1056024	Loader & Accessories, Tool	Auger Bit 36" Skid Loader	\$31.00	\$74.00	192.00	N/A
1056033	Loader & Accessories, Tool	Auger Bit 18" Skid Loader	\$24.00	\$53.00	179.00	N/A
50	Masonry Equip, Tool	Breaker Hydraulic Stone	\$41.20	\$123.60	370.80	N/A
1444	Masonry Equip, Tool	Bohn-Combi Large Metal Punch	\$26.76	\$78.70	231.47	N/A
1489	Masonry Equip, Tool	Ez Grout Hog Waller	\$8.14	\$23.95	70.44	N/A
1090027	Masonry Equip, Tool	Paver Picker 2 Man Scissor Style	\$28.00	\$82.35	242.19	N/A
1091000	Masonry Equip, Tool	Stone Clamp Adjustable	\$10.00	\$29.41	86.49	N/A
26	Mixers, Tool	Barrel Mixer Large Electric	\$118.80	\$291.60	872.64	N/A
27	Mixers, Tool	Barrel Mixer Large Gas	\$80.00	\$233.00	587.00	N/A
268	Mixers, Tool	Drum Mixer Portamix 23 Gallons	\$54.00	\$108.00	432.00	N/A
676	Mixers, Tool	Mud Mixer Lg Electric	\$100.94	\$296.88	873.18	N/A
679	Mixers, Tool	Mud Mixer Lg Gas	\$100.94	\$296.88	873.18	N/A
681	Mixers, Tool	Mud Mixer Sm 4.5 Cu Ft Electric	\$91.76	\$269.89	793.80	N/A
684	Mixers, Tool	Mud Mixer Sm 7 Cu Ft Electric	\$95.04	\$232.20	677.16	N/A
1723	Mixers, Tool	Barrel Mixer Small Electric 110V	\$32.40	\$97.20	291.60	N/A
1989	Mixers, Tool	Mud Mixer Lg Gas Essick EM12M	\$99.00	\$291.19	856.44	N/A
2098	Mixers, Tool	Mud Mixer Minuteman II 5 Cu Ft Electric	\$37.80	\$113.40	340.20	N/A
2146	Mixers, Tool	Mud Mixer Hydraulic 12 Cu Ft Mud Hog Gas	\$162.00	\$486.00	1,458.00	N/A
2483	Mixers, Tool	Hilti Mixing Drill Cordless - TOD	\$32.77	\$96.39	283.50	N/A
2484	Mixers, Tool	Hilti Jigsaw - TOD	\$23.67	\$69.62	204.75	N/A
2488	Mixers, Tool	Hilti Band File Cordless - TOD	\$36.15	\$106.34	312.75	N/A
748	Multi Tool, Tool	Multi Tool Caulk Cutter HD Electric	\$17.69	\$52.02	153.00	N/A
980	Nailing Guns, Tool	Stud1/2" To 2" StripLoad Powder Act Adj Drive	\$91.56	\$269.28	792.00	N/A
984	Nailing Guns, Tool	StudSinglePin1/2" To 2" StripLoads Powder Act	\$34.59	\$101.73	299.21	N/A
1539	Nailing Guns, Tool	Stud Gun 1/2" To 2-1/4" 20V DeWalt	\$21.17	\$62.28	183.16	N/A
750	Painting, Tool	Paint Sprayer Lg Airless	\$50.86	\$149.60	440.00	N/A
P022027	Peri Forming System, Tool	Peri Wing Nut Spanner Wrench	\$0.92	\$2.70	7.94	N/A
P023500	Peri Forming System, Tool	Peri Maximo Alignment Coupler BFD	\$1.17	\$3.43	10.10	N/A
P023551	Peri Forming System, Tool	Peri Maximo Waler 85	\$0.25	\$0.72	2.12	N/A
P023630	Peri Forming System, Tool	Peri Maximo Top Tie Bracket-2 AH	\$0.15	\$0.45	1.31	N/A
P023640	Peri Forming System, Tool	Peri Maximo Bulkhead Tie TS	\$0.29	\$0.85	2.51	N/A
P023650	Peri Forming System, Tool	Peri Maximo Hook Tie DW15 L=400mm	\$0.20	\$0.58	1.70	N/A
P023660	Peri Forming System, Tool	Peri Maximo Brace Connector Trio	\$0.84	\$2.47	7.25	N/A
P023670	Peri Forming System, Tool	Peri Maximo Scaffold Bracket TRG 80	\$0.85	\$2.49	7.31	N/A
P023940	Peri Forming System, Tool	Peri Maximo Alignment Coupler 38	\$1.62	\$4.75	13.98	N/A
P027288	Peri Forming System, Tool	Peri Multiprop Post MP 120	\$1.14	\$3.34	9.82	N/A
P027289	Peri Forming System, Tool	Peri Multiprop Post MP 250	\$1.34	\$3.93	11.57	N/A
P027290	Peri Forming System, Tool	Peri Multiprop Post MP 350	\$1.59	\$4.66	13.72	N/A
P027291	Peri Forming System, Tool	Peri Multiprop Post MP 480	\$1.90	\$5.58	16.42	N/A
P027298	Peri Forming System, Tool	Peri Scaffold Tube Coupling MG-A/C	\$0.56	\$1.64	4.81	N/A
P027299	Peri Forming System, Tool	Peri Scaffold Tube Coupling MG-B/D	\$0.56	\$1.64	4.81	N/A
P027790	Peri Forming System, Tool	Peri Brace Clamp HL galv.	\$0.63	\$1.84	5.42	N/A
P028000	Peri Forming System, Tool	Peri Universal Tripod - Multiprop	\$0.43	\$1.25	3.68	N/A
P028340	Peri Forming System, Tool	Peri Ledger Frame MRK 120 cm	\$0.81	\$2.38	7.01	N/A
P028350	Peri Forming System, Tool	Peri Ledger Frame MRK 150 cm	\$0.92	\$2.70	7.94	N/A
P028360	Peri Forming System, Tool	Peri Ledger Frame MRK 225 cm	\$1.09	\$3.22	9.47	N/A
P028370	Peri Forming System, Tool	Peri Ledger Frame MRK 296 cm	\$1.29	\$3.80	11.17	N/A
P028390	Peri Forming System, Tool	Peri Ledger Frame MRK 62.5 cm	\$0.70	\$2.06	6.05	N/A
P028470	Peri Forming System, Tool	Peri Ledger Frame MRK 230 cm	\$1.11	\$3.26	9.60	N/A
P028490	Peri Forming System, Tool	Peri Ledger Frame MRK 266 cm	\$1.22	\$3.60	10.58	N/A
P028680	Peri Forming System, Tool	Peri Cross Head 20/24S galv.	\$0.15	\$0.46	1.34	N/A
P028890	Peri Forming System, Tool	Peri Clawhead 24S galv.	\$0.09	\$0.26	0.77	N/A
P030034	Peri Forming System, Tool	Peri Maximo Tie Rod DW15 L=4'	\$0.08	\$0.22	0.66	N/A
P030370	Peri Forming System, Tool	Peri Maximo Wingnut Pivot Plate DW15	\$0.42	\$1.24	3.66	N/A
P035700	Peri Forming System, Tool	Peri Clamp-On Handrail Holder	\$0.61	\$1.80	5.28	N/A
P044760	Peri Forming System, Tool	Peri Lifting Gear Combi TRIO-24Way	\$6.93	\$20.39	59.96	N/A
P061000	Peri Forming System, Tool	Peri Skydeck Panel 150 x 75cm	\$1.31	\$3.84	11.30	N/A
P061010	Peri Forming System, Tool	Peri Skydeck Panel 75 x 75 cm	\$0.94	\$2.76	8.12	N/A
P061011	Peri Forming System, Tool	Peri Skydeck Panel 150 x 50 cm	\$1.17	\$3.44	10.12	N/A
P061020	Peri Forming System, Tool	Peri Skydeck Panel 150 x 37.5 cm	\$1.09	\$3.21	9.45	N/A
P061023	Peri Forming System, Tool	Peri End Support SSL	\$0.19	\$0.56	1.65	N/A
P061026	Peri Forming System, Tool	Peri Cover Strip SAL 150 cm	\$0.40	\$1.18	3.48	N/A
P061027	Peri Forming System, Tool	Peri Cover Strip SAL 75 cm	\$0.20	\$0.60	1.75	N/A
P061045	Peri Forming System, Tool	Peri Edge Beam 150 cm	\$0.51	\$1.51	4.45	N/A
P061046	Peri Forming System, Tool	Peri Edge Beam 75 cm	\$0.32	\$0.95	2.78	N/A
P061100	Peri Forming System, Tool	Peri Main Beam SLT 225cm	\$1.49	\$4.38	12.89	N/A
P061110	Peri Forming System, Tool	Peri Main Beam SLT 150cm	\$1.13	\$3.32	9.75	N/A
P061180	Peri Forming System, Tool	Peri Combi Head SCK	\$0.45	\$1.34	3.93	N/A
P061200	Peri Forming System, Tool	Peri Prophead SSK	\$1.01	\$2.97	8.73	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
P061210	Peri Forming System, Tool	Peri Drophead SFK	\$0.52	\$1.54	4.53	N/A
P061500	Peri Forming System, Tool	PeriPalletSD150x75galv.	\$2.70	\$7.94	23.36	N/A
P061530	Peri Forming System, Tool	PeriPalletSD150x225galv. 48 pan Per Rack	\$4.04	\$11.88	34.95	N/A
P065016	Peri Forming System, Tool	Peri Maximo Crate Pallet 80 x 120	\$1.60	\$4.72	13.88	N/A
P075180	Peri Forming System, Tool	Peri Girder GT 24 I= 1.80m/6'	\$0.32	\$0.94	2.75	N/A
P075330	Peri Forming System, Tool	PeriGirderGT24I=3.30m/10' 9-15/16"	\$0.58	\$1.71	5.04	N/A
P075390	Peri Forming System, Tool	PeriGirderGT24I=3.90m/12' 9-9/16"	\$0.69	\$2.03	5.96	N/A
P075480	Peri Forming System, Tool	PeriGirderGT24I=4.80m/15' 9"	\$0.48	\$1.40	4.11	N/A
P075600	Peri Forming System, Tool	PeriGirderGT24I=6.00m/20'	\$1.18	\$3.46	10.19	N/A
P090490	Peri Forming System, Tool	Peri Maximo Trio Frame Holder 1350/1500	\$0.22	\$0.63	1.86	N/A
P1	Peri Forming System, Tool	PeriAlumaBeamHolderChannellronHeadMcGoug	\$0.35	\$1.02	2.99	N/A
P101296	Peri Forming System, Tool	Peri Maximo Trio Corner Angle TEW 270 OC	\$1.43	\$4.22	12.41	N/A
P101298	Peri Forming System, Tool	Peri Maximo Trio Corner Angle TEW 120 OC	\$0.64	\$1.89	5.55	N/A
P101592	Peri Forming System, Tool	Peri Maximo Guardrail Post Holder Trio	\$0.23	\$0.66	1.95	N/A
P101633	Peri Forming System, Tool	Peri Maximo Trio Shearwall Bracket	\$0.86	\$2.54	7.46	N/A
P103429	Peri Forming System, Tool	Peri Pallet RP-2 80 x 150 galv.	\$1.84	\$5.43	15.96	N/A
P103434	Peri Forming System, Tool	Peri Pallet RP-2 80 x 120 galv.	\$1.60	\$4.72	13.88	N/A
P103874	Peri Forming System, Tool	Peri Maximo Steel Waler SRU U120 L=1.22m	\$0.99	\$2.91	8.57	N/A
P103903	Peri Forming System, Tool	Peri Maximo Steel Waler SRU U120 L=2.97m	\$1.61	\$4.73	13.91	N/A
P108719	Peri Forming System, Tool	Peri Maximo Tie Rod Spanner TRH SW 22	\$2.65	\$7.80	22.94	N/A
P115168	Peri Forming System, Tool	Peri Maximo Lifting Hook 1.5T	\$1.23	\$3.61	10.61	N/A
P115634	Peri Forming System, Tool	Peri Maximo Guardrail Post HSSGP (U.S.)	\$1.30	\$3.81	11.22	N/A
P117468	Peri Forming System, Tool	Peri Maximo Push Pull Prop RS 450	\$0.86	\$2.54	7.46	N/A
P117469	Peri Forming System, Tool	Peri Maximo Push Pull Prop RS 650	\$2.91	\$8.56	25.19	N/A
P123900	Peri Forming System, Tool	Peri Maximo Wingnut MX18	\$0.91	\$2.68	7.87	N/A
P124027	Peri Forming System, Tool	Peri Maximo Tie MX18 16"-20"	\$0.98	\$2.89	8.51	N/A
P124030	Peri Forming System, Tool	Peri Maximo Tie MX18 20"-24"	\$1.04	\$3.07	9.03	N/A
P124132	Peri Forming System, Tool	Peri Maximo Panel MX18 270x240	\$14.81	\$43.56	128.11	N/A
P124134	Peri Forming System, Tool	Peri Maximo Panel MX18 270x120	\$7.55	\$22.19	65.27	N/A
P124135	Peri Forming System, Tool	Peri Maximo Panel MX18 270x60	\$5.69	\$16.75	49.26	N/A
P124136	Peri Forming System, Tool	Peri Maximo Panel MX18 270x45	\$5.69	\$16.72	49.18	N/A
P124137	Peri Forming System, Tool	Peri Maximo Panel MX18 270x30	\$4.07	\$11.97	35.21	N/A
P124138	Peri Forming System, Tool	Peri Maximo Panel MX18 270x90	\$6.63	\$19.50	57.35	N/A
P124139	Peri Forming System, Tool	Peri Maximo Panel MX18 120x240	\$7.86	\$23.10	67.95	N/A
P124142	Peri Forming System, Tool	Peri Maximo Panel MX18 120x120	\$3.63	\$10.68	31.42	N/A
P124143	Peri Forming System, Tool	Peri Maximo Panel MX18 120x90	\$2.91	\$8.54	25.13	N/A
P124144	Peri Forming System, Tool	Peri Maximo Panel MX18 120x60	\$2.50	\$7.36	21.65	N/A
P124145	Peri Forming System, Tool	Peri Maximo Panel MX18 120x45	\$3.03	\$8.91	26.21	N/A
P124146	Peri Forming System, Tool	Peri Maximo Panel MX18 120x30	\$2.20	\$6.48	19.05	N/A
P124188	Peri Forming System, Tool	Peri Maximo Multi Panel MX18 270x60	\$10.46	\$30.75	90.45	N/A
P124189	Peri Forming System, Tool	Peri Maximo Multi Panel MX18 120x60	\$4.82	\$14.17	41.69	N/A
P124191	Peri Forming System, Tool	Peri Maximo InsideCornerMX18 270x50/20	\$4.07	\$11.97	35.21	N/A
P124941	Peri Forming System, Tool	Peri Maximo Waler Mar 85-3	\$1.36	\$3.99	11.74	N/A
P124942	Peri Forming System, Tool	Peri Maximo Waler Mar 170-3	\$1.72	\$5.05	14.84	N/A
P125277	Peri Forming System, Tool	Peri Maximo InsideCornerMX18 120x50/20	\$7.19	\$21.16	62.24	N/A
P126666	Peri Forming System, Tool	Peri Maximo Baseplate-3 F RS 210-1400	\$0.83	\$2.44	7.17	N/A
P2	Peri Forming System, Tool	PeriLedgeFrameMRK10'McGoughMade	\$2.44	\$7.17	21.09	N/A
P223831	Peri Forming System, Tool	Peri Maximo Tie Off Connector	\$0.07	\$0.21	0.61	N/A
P3	Peri Forming System, Tool	PeriFlatHeadSteel10"x10"x3/16"McGough	\$0.35	\$1.02	2.99	N/A
P61052	Peri Forming System, Tool	Peri Table Connector STV	\$0.26	\$0.77	2.27	N/A
P61160	Peri Forming System, Tool	Peri Main Beam SLT 375cm	\$2.58	\$7.58	22.29	N/A
P679660	Peri Forming System, Tool	Peri Aluma Beam MPB 24 L=6.60m	\$2.92	\$8.58	25.23	N/A
762	Personnel Lifts, Tool	PersonnelBasket4'x10'Forklift2000lbCap	\$50.00	\$115.00	330.00	\$8.33
764	Personnel Lifts, Tool	Personnel Basket Lg 900 Lbs	\$175.00	\$514.71	1,513.84	N/A
765	Personnel Lifts, Tool	Personnel Basket Lg 1200 Lbs	\$175.00	\$514.71	1,513.84	N/A
766	Personnel Lifts, Tool	Personnel Basket Sm 800 Lbs	\$175.00	\$514.71	1,513.84	N/A
767	Personnel Lifts, Tool	12' Electric Scissor Lift Single-Man	\$117.00	\$260.00	408.00	N/A
768	Personnel Lifts, Tool	16' Electric Scissor Lift Single-Man	\$132.00	\$290.00	465.00	N/A
1361	Personnel Lifts, Tool	Lifting Tech Rescue Personnel Platform	\$180.77	\$531.69	1,563.79	N/A
2437	Personnel Lifts, Tool	19' Electric Scissor Lift	\$122.00	\$233.00	415.00	N/A
2723	Personnel Lifts, Tool	26' Electric Scissor Lift	\$164.00	\$329.00	678.00	N/A
550	Planers & Jointers, Tool	Jointer Domino-Plate Electric Hand Held	\$105.00	\$280.00	560.00	N/A
819	Power Buggy, Tool	Power Buggy Riding Gas	\$119.00	\$310.00	761.00	N/A
820	Power Buggy, Tool	Power Buggy Riding Propane	\$136.00	\$357.00	727.00	N/A
822	Power Buggy, Tool	Power Buggy Walk Behind Electric	\$85.00	\$187.00	557.00	N/A
375	Pressure Washers, Tool	Floor Scrubber Attachmnt Pressure Washer	\$37.83	\$111.26	327.24	N/A
827	Pressure Washers, Tool	Pressure Washer 2000 PSI Electric	\$31.21	\$91.80	270.00	N/A
828	Pressure Washers, Tool	Pressure Washer 2400 PSI Gas Hotsy	\$124.00	\$345.00	914.00	N/A
829	Pressure Washers, Tool	Pressure Washer 3000 PSI Electric	\$49.31	\$145.04	426.60	N/A
830	Pressure Washers, Tool	Pressure Washer 3000 PSI Gas	\$80.00	\$230.00	714.00	N/A
832	Pressure Washers, Tool	Pressure Washer 4000 PSI Gas	\$106.00	\$293.00	782.00	N/A
1633	Propane, Tool	Propane Tank 33lb Vapor Cyl (Tracking #)	\$0.00	\$0.00	0.00	N/A
1634	Propane, Tool	Propane Tank 33lb LP Cyl (Tracking #)	\$0.00	\$0.00	0.00	N/A
1639	Propane, Tool	Propane Tank 20lb LP Cyl (Tracking #)	\$0.00	\$0.00	0.00	N/A
1640	Propane, Tool	Propane Tank 100lb LP Cyl (Tracking #)	\$0.00	\$0.00	0.00	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
833	Pumps, Tool	Pump 2" Tsurumi 115V Electric	\$59.40	\$181.44	405.00	N/A
834	Pumps, Tool	Pump Centrifugal Trash 2" Gas	\$75.00	\$217.00	450.00	N/A
836	Pumps, Tool	Pump Centrifugal Trash 3" Gas	\$79.00	\$246.00	612.00	N/A
837	Pumps, Tool	Pump Diaphragm 2" Gas	\$40.00	\$98.00	264.00	N/A
838	Pumps, Tool	Pump Diaphragm 3" Gas	\$59.00	\$170.00	425.00	N/A
839	Pumps, Tool	Pump Grout Gravity Grout Hog	\$200.00	\$485.00	1,450.00	\$33.33
840	Pumps, Tool	Pump Grout Manual Hand	\$9.48	\$27.88	82.00	N/A
842	Pumps, Tool	Pump Inline Booster 1HP	\$17.47	\$51.40	151.17	N/A
844	Pumps, Tool	Pump Inline Booster 3/4 HP	\$18.44	\$54.24	159.51	N/A
846	Pumps, Tool	Pump Polyurea Polishing Crew Hourly	\$346.80	\$1,019.59	2,997.60	N/A
986	Pumps, Tool	Sump Pump 2" Electric 110v	\$49.00	\$115.00	220.00	N/A
987	Pumps, Tool	Sump Pump 2" Electric 220v	\$31.32	\$62.64	125.28	N/A
1364	Pumps, Tool	Sump Pump 2" Electric 110V 1.0HP NEW	\$18.73	\$55.08	162.00	N/A
2177	Pumps, Tool	Pump Centrifugal Trash 2" Honda Gas	\$16.20	\$48.60	145.80	N/A
848	Radio & Accessories, Tool	Radio Crane w/FootPedal/Speaker/Plug	\$17.03	\$50.08	147.31	N/A
850	Radio & Accessories, Tool	Battery Charger Multi-Radio TK3180 6Pack	\$19.05	\$56.04	164.83	N/A
851	Radio & Accessories, Tool	Battery Charger Multi-Radio NX3300 6Pack	\$19.05	\$56.04	164.83	N/A
853	Radio & Accessories, Tool	Radio Callbox UHF w/Skips & Elev.	\$21.96	\$64.60	190.00	N/A
854	Radio & Accessories, Tool	Radio Portable UHF Analog/Digital NX3300	\$31.25	\$91.93	270.37	N/A
855	Radio & Accessories, Tool	Radio Portable Analog Only TK3180	\$20.56	\$60.48	177.88	N/A
856	Rebar Equip, Tool	Rebar Cutter #6 Electric Hydraulic	\$41.00	\$102.00	277.00	N/A
861	Rebar Equip, Tool	Rebar Tier Cordless	\$69.00	\$173.00	433.00	\$11.50
1290	Rebar Equip, Tool	Wallscanner Detector	\$83.07	\$244.32	718.58	N/A
1673	Rebar Equip, Tool	Rebar Bender Machine Portable	\$70.00	\$195.00	525.00	N/A
895	Roto Hammers, Tool	Roto Hammer Sm SDS Plus 20V Chipping	\$46.00	\$140.00	420.00	N/A
2406	Roto Hammers, Tool	Hilti SDS+ Roto Hammer Elec	\$31.21	\$91.80	270.00	N/A
2415	Roto Hammers, Tool	Hilti SDS Max Roto Hammer Elec	\$31.72	\$93.30	274.41	N/A
2451	Roto Hammers, Tool	Hilti Roto Hammer SDS Max Cordless	\$54.62	\$160.65	472.50	N/A
2454	Roto Hammers, Tool	Hilti Roto Hammer SDS+ w/ Vac	\$29.91	\$87.98	258.75	N/A
2457	Roto Hammers, Tool	Hilti SDS+ Roto Hammer Elec - TOD	\$31.21	\$91.80	270.00	N/A
2461	Roto Hammers, Tool	Hilti SDS Max Roto Hammer Elec - TOD	\$31.72	\$93.30	274.41	N/A
2505	Roto Hammers, Tool	Hilti Roto Hammer SDS+ w/ Vac - TOD	\$29.91	\$87.98	258.75	N/A
2506	Roto Hammers, Tool	Hilti Roto Hammer SDS Max Cordless - TOD	\$54.62	\$160.65	472.50	N/A
425	Sand Blasting, Tool	Glass Blasting System	\$248.99	\$732.34	2,153.93	N/A
909	Sand Blasting, Tool	Sandblaster Lg With Nozzle	\$153.00	\$425.00	969.00	N/A
910	Sand Blasting, Tool	Sandblaster Sm With Nozzle	\$51.98	\$152.90	449.69	N/A
2452	Sanders, Tool	Hilti Band File Cordless	\$36.15	\$106.34	312.75	N/A
62	Saws, Tool	Cabinet Mobile Mittersaw	\$26.54	\$78.06	229.58	N/A
110	Saws, Tool	Chain Saw 24" Gas	\$63.00	\$174.00	480.00	N/A
119	Saws, Tool	Chop Saw Prtble Msnry w/Dust Ctr &Cart	\$21.94	\$64.53	189.78	N/A
128	Saws, Tool	Circular Saw 10" Electric	\$21.00	\$63.00	189.00	N/A
134	Saws, Tool	Circular Saw Metal 8" Electric	\$12.00	\$35.00	104.00	N/A
149	Saws, Tool	Masonry Brk/Blk WetSaw 14" Elec 110 PTBL	\$115.00	\$315.00	825.00	\$19.17
150	Saws, Tool	Masonry Brk/Blk WetSaw 14" Elec 220V	\$91.76	\$269.89	793.80	N/A
151	Saws, Tool	Masonry Brk/Blk WetSaw 20" Elec 220V	\$84.46	\$248.41	730.62	N/A
152	Saws, Tool	Masonry Brk/Blk WetSaw 20" Gas	\$145.00	\$365.00	1,100.00	\$24.17
176	Saws, Tool	Cut-n-Break Saw16" Demo Concrete Gas	\$185.00	\$545.00	575.00	N/A
177	Saws, Tool	Cut-Off Saw 9" Electric	\$63.46	\$186.66	549.00	N/A
178	Saws, Tool	Cut-Off Saw 12" Electric Hilti	\$67.63	\$198.90	585.00	N/A
179	Saws, Tool	Cut-Off Saw 14" Electric Wet	\$49.00	\$166.00	444.00	N/A
182	Saws, Tool	Cut-Off Saw 14" Gas	\$64.00	\$188.00	488.00	N/A
186	Saws, Tool	Cut-Off Saw 16" 6.5 HP gas	\$80.00	\$137.00	366.00	N/A
364	Saws, Tool	Floor Saw Concrete Lg Electric 8HP Hr	\$119.00	\$306.00	777.00	N/A
365	Saws, Tool	Floor Saw Concrete Lg Electric 30 HP Hr	\$157.00	\$442.00	1,173.00	N/A
366	Saws, Tool	Floor Saw Concrete Sm Gas	\$144.00	\$314.00	476.00	N/A
367	Saws, Tool	Floor Saw Concrete Soff-Cut Lg Gas	\$180.20	\$459.00	1,305.60	N/A
368	Saws, Tool	Floor Saw Concrete Soff-Cut Med Gas	\$135.15	\$344.25	979.20	N/A
369	Saws, Tool	Floor Saw Concrete Soff-Cut Med Propane	\$135.15	\$344.25	979.20	N/A
370	Saws, Tool	Floor Saw Concrete Soff-Cut Sm Electric	\$105.40	\$319.60	666.40	N/A
371	Saws, Tool	Floor Saw Concrete Soff-Cut 8" Med Gas	\$135.15	\$344.25	979.20	N/A
649	Saws, Tool	Miter Saw 7-1/2" Cordless Compound W/Slide	\$9.02	\$26.52	78.00	N/A
652	Saws, Tool	Miter Saw 10" Electric Compound W/ Slide	\$75.00	\$180.00	78.00	N/A
654	Saws, Tool	Miter Saw 12" Electric Compound W/Slide	\$9.02	\$26.52	78.00	N/A
675	Saws, Tool	Mortar Cutting Saw Electric Gator	\$105.00	\$280.00	112.00	N/A
890	Saws, Tool	Ring Saw 14" Gas	\$145.00	\$387.00	782.00	N/A
916	Saws, Tool	SawCartGasCut-OffSawCartonlyOnWheels	\$23.75	\$69.85	205.43	N/A
917	Saws, Tool	SawCartGasCut-OffSawCartonlyWheelsw/tank	\$28.09	\$82.62	243.01	N/A
978	Saws, Tool	Stone Slab Saw 110v Bench Style	\$58.10	\$170.90	502.63	N/A
995	Saws, Tool	Table Saw Benchtop 10" 220v	\$150.00	\$400.00	190.00	N/A
996	Saws, Tool	TableSawBenchtop10"with50"Fence220v	\$60.00	\$180.00	509.06	N/A
998	Saws, Tool	TableSawPortable10"withPortableStand110v	\$20.98	\$61.70	181.48	N/A
1038	Saws, Tool	Tile Saw 10" Electric Portable	\$25.43	\$74.80	220.00	N/A
1065	Saws, Tool	Trim Saw 4-1/2" Electric	\$31.92	\$93.88	276.12	N/A
1279	Saws, Tool	SawWallChainAdapter16:cuttingdepthw/motor	\$0.00	\$0.00	0.00	N/A
1281	Saws, Tool	WallSawPrimeConcreteHandHeldChainSaw17"	\$346.27	\$1,018.03	2,993.01	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
1282	Saws, Tool	SawWallHandHeldCutOff16"diameter6"depth	\$215.75	\$634.29	1,864.82	N/A
1284	Saws, Tool	SawWallMotor1200rpmdiam24"-29"depth29"	\$681.67	\$2,004.90	5,896.76	N/A
1287	Saws, Tool	SawWallPrimeConcretePowerPack380-480volt	\$543.33	\$1,598.02	4,700.06	N/A
1358	Saws, Tool	Masonry Brk/Blk WetSaw 14" Gas PTBL	\$67.05	\$197.20	580.00	N/A
1359	Saws, Tool	Wall Saw Prime PowerPack PP220	\$205.60	\$1,028.00	4,112.01	N/A
1393	Saws, Tool	Wall Saw Sm 20"-36" Diameter 15.5"depth	\$1,397.84	\$4,109.64	12,082.33	N/A
1397	Saws, Tool	Saw Circular Plunge 6-1/2" Cordless	\$26.01	\$76.50	225.00	N/A
1418	Saws, Tool	Floor Saw Concrete Soft-Cut Sm Gas	\$105.40	\$319.60	666.40	N/A
1446	Saws, Tool	Cut-n-Break Saw14" Demo Concrete Elec	\$102.00	\$246.00	603.00	N/A
1537	Saws, Tool	Portaband Saw 5" Capacity 20V Cordless	\$24.19	\$71.15	209.25	N/A
1612	Saws, Tool	Cut-Off Saw 9" 60V Cordless	\$53.18	\$156.40	460.00	N/A
1678	Saws, Tool	Ring Saw 17" Power Cutter Elec	\$140.25	\$403.75	1,134.00	N/A
1725	Saws, Tool	TableSawPortable10"w/RollingStand4800RPM	\$70.00	\$200.00	38.00	N/A
1885	Saws, Tool	Cut-Off Saw 14" Electric Dry w/VacAttach	\$49.00	\$166.00	444.00	N/A
2127	Saws, Tool	Floor Saw Concrete 24" FS524 WB	\$160.00	\$482.00	1,213.00	N/A
2306	Saws, Tool	Panel Saw 7-1/4" Pro Deluxe 15 Amp	\$160.00	\$420.00	220.00	N/A
2414	Saws, Tool	Hilti 7-1/4" Circular Saw	\$33.03	\$97.16	285.75	N/A
2419	Saws, Tool	Hilti 7-1/4" Worm Drive Saw	\$34.59	\$101.75	299.25	N/A
2425	Saws, Tool	Hilti 6-1/2" Circular Saw	\$21.80	\$64.11	188.55	N/A
2427	Saws, Tool	Hilti Reciprocating Saw	\$32.25	\$94.86	279.00	N/A
2429	Saws, Tool	Hilti Cut Off Saw 14" Gas	\$136.29	\$400.86	1,179.00	N/A
2439	Saws, Tool	Hilti Cut Off Saw 12" Cordless	\$103.00	\$302.94	891.00	N/A
2450	Saws, Tool	Hilti Jigsaw	\$23.67	\$69.62	204.75	N/A
2455	Saws, Tool	Hilti Band Saw 2 1/2" Cordless	\$24.19	\$71.15	209.25	N/A
2467	Saws, Tool	Hilti Cut Off Saw 14" Gas - TOD	\$136.29	\$400.86	1,179.00	N/A
2473	Saws, Tool	Hilti Cut Off Saw 12" Cordless - TOD	\$103.00	\$302.94	891.00	N/A
2489	Saws, Tool	Hilti Band Saw 2 1/2" Cordless - TOD	\$24.19	\$71.15	209.25	N/A
2512	Saws, Tool	Hilti Reciprocating Saw - TOD	\$32.25	\$94.86	279.00	N/A
2513	Saws, Tool	Hilti 6-1/2" Circular Saw - TOD	\$21.80	\$64.11	188.55	N/A
2514	Saws, Tool	Hilti 7-1/4" Worm Drive Saw - TOD	\$34.59	\$101.75	299.25	N/A
2515	Saws, Tool	Hilti 7-1/4" Circular Saw - TOD	\$33.03	\$97.16	285.75	N/A
2563	Saws, Tool	Husqvarna 16" Handsaw Battery Powered	\$38.00	\$97.00	255.00	N/A
2759	Saws, Tool	Hilti Plunge Saw Cordless - TOD	\$22.00	\$67.32	198.00	N/A
147	Scaffolding, Tool	ClimberLeftHandCornerClimberBracket	\$4.62	\$13.60	40.00	N/A
148	Scaffolding, Tool	ClimberRightHandCornerClimberBracket	\$4.62	\$13.60	40.00	N/A
530	Scaffolding, Tool	HydroMobileM2SeriesPowerUnit24'	\$323.68	\$952.00	2,800.00	N/A
531	Scaffolding, Tool	M2SeriesBridge10'ModularAssemblyType2	\$38.15	\$112.20	330.00	N/A
532	Scaffolding, Tool	M2SeriesBridge5'ModularAssemblyType2	\$25.43	\$74.80	220.00	N/A
533	Scaffolding, Tool	M2SeriesBridge6'ModularAssemblyType2	\$33.52	\$98.60	290.00	N/A
534	Scaffolding, Tool	HydroMobileMSeriesHoist4000#	\$254.32	\$748.00	2,200.00	N/A
919	Scaffolding, Tool	Scaff Stage Alum6"Hx24"Wx16ft 500cap	\$13.87	\$40.80	120.00	N/A
920	Scaffolding, Tool	Scaff Stage Alum6"Hx24"Wx24ft 750cap	\$18.50	\$54.40	160.00	N/A
921	Scaffolding, Tool	Scaff Stage Alum6"Hx24"Wx30ft 500cap	\$27.74	\$81.60	240.00	N/A
961	Scaffolding, Tool	Workhorse Base & Carriage	\$5.55	\$16.33	48.02	N/A
1035	Scaffolding, Tool	TelescopingPlank8'to13'Aluminum	\$4.16	\$12.24	36.00	N/A
1036	Scaffolding, Tool	TelescopingPlank10'to16'Aluminum	\$4.62	\$13.60	40.00	N/A
1037	Scaffolding, Tool	Workhorse Laborer Bracket 25 lbs	\$0.80	\$2.37	6.96	N/A
1049	Scaffolding, Tool	Workhorse 4'-3" Extension 35 lbs	\$1.43	\$4.21	12.37	N/A
1115	Scaffolding, Tool	Workhorse Jack Handle 25 lbs	\$0.80	\$2.37	6.96	N/A
1164	Scaffolding, Tool	Workhorse X-Brace Green 13 lbs	\$0.28	\$0.82	2.41	N/A
1301	Scaffolding, Tool	Workhorse Leveling Jack 13 lbs	\$0.36	\$1.05	3.09	N/A
1320	Scaffolding, Tool	Workhorse Base Plate 3 lbs	\$0.12	\$0.35	1.03	N/A
1321	Scaffolding, Tool	Workhorse Guardrail Post 13 lbs	\$0.49	\$1.43	4.21	N/A
1325	Scaffolding, Tool	Workhorse Masons' End Guardrail 9 lbs	\$0.38	\$1.11	3.26	N/A
1330	Scaffolding, Tool	Workhorse Laborers' End Guardrail 21 lbs	\$0.61	\$1.78	5.24	N/A
1331	Scaffolding, Tool	Workhorse Inside Corner Arm	\$1.51	\$4.44	13.06	N/A
1349	Scaffolding, Tool	Workhorse Parts Basket/Guardrail	\$1.96	\$5.75	16.92	N/A
1353	Scaffolding, Tool	Workhorse Swivel Forklift Bar 225 lbs	\$9.93	\$29.21	85.90	N/A
1354	Scaffolding, Tool	Workhorse 800lb Locking Swivel Caster	\$0.55	\$1.61	4.72	N/A
1424	Scaffolding, Tool	Non-Stop Mud Sills 18"x18"x3"w/Rope Hook	\$0.00	\$0.00	0.00	N/A
1717	Scaffolding, Tool	Scaff Stage Alum 6"Hx24"Wx28ft 750Cap	\$27.74	\$81.60	240.00	N/A
1721	Scaffolding, Tool	Scaff Stage Alum 6-1/2Hx24"Wx32ft 750 Cap	\$27.74	\$81.60	240.00	N/A
1764	Scaffolding, Tool	Scaff Stage Alum 4'H x 28"Wx12ft 750 Cap	\$18.50	\$54.40	160.00	N/A
1766	Scaffolding, Tool	Frame Scaffold Wood Plank 134" White	\$0.27	\$0.80	2.34	N/A
1813	Scaffolding, Tool	HydMob P Series Power Unit	\$186.69	\$549.10	1,615.00	N/A
1819	Scaffolding, Tool	HydMob P Series Caster for Power Unit	\$0.00	\$0.00	\$0.00	N/A
1821	Scaffolding, Tool	HydMob P Series Owner Manual	\$0.00	\$0.00	0.00	N/A
1822	Scaffolding, Tool	HydMob P Series 15/16 Open End Wrench	\$0.00	\$0.00	0.00	N/A
1824	Scaffolding, Tool	HydMob P Series Jack for Base Outtrigger	\$0.00	\$0.00	0.00	N/A
1825	Scaffolding, Tool	HydMob P Series Bridge Support Bracket	\$0.00	\$0.00	0.00	N/A
1826	Scaffolding, Tool	HydMob P Series Crank Handle For Jacks	\$0.00	\$0.00	0.00	N/A
1827	Scaffolding, Tool	HydMob P Series Guardrail 60"	\$0.00	\$0.00	0.00	N/A
1829	Scaffolding, Tool	HydMob P Series Guardrail 28"	\$0.00	\$0.00	0.00	N/A
1831	Scaffolding, Tool	HydMob P Series Guardrail w/Panel 28"	\$0.00	\$0.00	0.00	N/A
1832	Scaffolding, Tool	HydMob P Series Guardrail AdapterBracket	\$0.00	\$0.00	0.00	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
1833	Scaffolding, Tool	HydMob P Series Bearing Bridge	\$0.00	\$0.00	\$0.00	N/A
1834	Scaffolding, Tool	HydMob F or P Series Outrigger 63"	\$0.00	\$0.00	\$0.00	N/A
1835	Scaffolding, Tool	HydMob F or P Series Guard Rail 30"	\$0.00	\$0.00	0.00	N/A
1903	Scaffolding, Tool	HydMob (Old F) P Series Guardrail 60"	\$0.00	\$0.00	0.00	N/A
1960	Scaffolding, Tool	PumpJackSystemAluminPlank16'x12"250#Cap	\$3.24	\$9.52	28.00	N/A
1961	Scaffolding, Tool	PumpJackSystemAluminPlank24'x12"250#Cap	\$5.90	\$17.34	51.00	N/A
1962	Scaffolding, Tool	PumpJackSystemAluminPlank16'x12"500#Cap	\$3.24	\$9.52	28.00	N/A
1964	Scaffolding, Tool	PumpJackSystemAluminPlank24'x12"500#Cap	\$6.97	\$20.49	60.26	N/A
1016004	Scaffolding, Tool	HydMobFSeriesDriveUnitWithPedestal	\$448.34	\$1,318.65	3,878.37	N/A
1016006	Scaffolding, Tool	HydMobFSeriesMast	\$11.56	\$34.00	100.00	N/A
1016007	Scaffolding, Tool	HydMobFSeriesWallTieFrame	\$10.64	\$31.28	92.00	N/A
1016010	Scaffolding, Tool	HydMob F or P Series Bridge 30"	\$13.29	\$39.10	115.00	N/A
1016011	Scaffolding, Tool	HydMobFSeriesBridge60"	\$16.76	\$49.30	145.00	N/A
1016014	Scaffolding, Tool	HydMobMSeriesCrossBrace15'9"	\$1.46	\$4.28	12.60	N/A
1016016	Scaffolding, Tool	Hydro Mobile M Series Outrigger 10'	\$1.39	\$4.08	12.00	N/A
1016018	Scaffolding, Tool	HydMobMSeriesPlankEndGuardRail	\$1.50	\$4.42	13.00	N/A
1016022	Scaffolding, Tool	HydMobMSeriesWheelSet	\$35.60	\$104.72	308.00	N/A
1024000	Scaffolding, Tool	ClimberGriphoistWinchTU17	\$2.31	\$6.80	20.00	N/A
1024001	Scaffolding, Tool	ClimberBracketHanger	\$0.46	\$1.36	4.00	N/A
1024002	Scaffolding, Tool	Climber Cable 60' For Griphoist Winch	\$2.31	\$6.80	20.00	N/A
1024003	Scaffolding, Tool	Climber Snatch Block Pulley For Cable	\$0.46	\$1.36	4.00	N/A
1024004	Scaffolding, Tool	ClimberWinchHandle	\$0.23	\$0.68	2.00	N/A
1024005	Scaffolding, Tool	Climber Cable 120' For Griphoist Winch	\$3.29	\$9.69	28.50	N/A
1064002	Scaffolding, Tool	FrameScaffoldHorizBrace7'Purple7'2-1/2"	\$0.46	\$1.36	4.00	N/A
1064003	Scaffolding, Tool	FrameScaffoldPlankEndGuardRailClampOn	\$0.69	\$2.04	6.00	N/A
1064004	Scaffolding, Tool	FrameScaffoldFrameEndGuardrail	\$0.46	\$1.36	4.00	N/A
1064007	Scaffolding, Tool	FrameScaffoldDiagBrace5'x10'Ylw1'1'4-1/2"	\$0.46	\$1.36	4.00	N/A
1064008	Scaffolding, Tool	ClimberBracket	\$4.16	\$12.24	36.00	N/A
1064009	Scaffolding, Tool	Frame Scaffold Canopy Hoop	\$1.39	\$4.08	12.00	N/A
1064010	Scaffolding, Tool	FrameScaffoldEndFrame5'x2'1"	\$0.92	\$2.72	8.00	N/A
1064011	Scaffolding, Tool	FrameScaffoldEndFrame5'x3'1"	\$0.92	\$2.72	8.00	N/A
1064012	Scaffolding, Tool	FrameScaffoldEndFrame5'x4'1"	\$0.92	\$2.72	8.00	N/A
1064013	Scaffolding, Tool	FrameScaffoldEndFrame5'x5'1"	\$0.92	\$2.72	8.00	N/A
1064014	Scaffolding, Tool	Frame Scaffold Walk Thru 5' x 6'7"	\$0.92	\$2.72	8.00	N/A
1064015	Scaffolding, Tool	Frame Scaffold Rigid Base Plate	\$0.12	\$0.34	1.00	N/A
1064016	Scaffolding, Tool	Frame Scaffold corner/side outrigger 20"	\$0.46	\$1.36	4.00	N/A
1064017	Scaffolding, Tool	Frame Scaffold corner/side outrigger 30"	\$0.69	\$2.04	6.00	N/A
1064019	Scaffolding, Tool	FrameScaffoldAluminumHookPlank 20' x 7'	\$1.62	\$4.76	14.00	N/A
1064020	Scaffolding, Tool	FrameScaffoldAluminumHookPlank 10' x 7'	\$1.39	\$4.08	12.00	N/A
1064021	Scaffolding, Tool	Frame Scaffold Wood Plank 8' Green	\$0.55	\$1.63	4.80	N/A
1064022	Scaffolding, Tool	Frame Scaffold Wood Plank 16' Green	\$1.09	\$3.20	9.40	N/A
1064023	Scaffolding, Tool	FrameScaffold Corner/Side Outrigger23.5"	\$0.69	\$2.04	6.00	N/A
1064024	Scaffolding, Tool	Frame Scaffold Safety Guard Post	\$0.46	\$1.36	4.00	N/A
1064025	Scaffolding, Tool	Frame Scaffold Guard Rail7'	\$0.12	\$0.34	1.00	N/A
1064026	Scaffolding, Tool	FrameScaffoldADJ.ScrewJack18"WeldedPlate	\$0.46	\$1.36	4.00	N/A
1064028	Scaffolding, Tool	FrameScaffoldCaster8"	\$1.16	\$3.40	10.00	N/A
1064030	Scaffolding, Tool	FrameScaffoldCrossBrace7'Space4'.5'&6'.F	\$0.35	\$1.02	3.00	N/A
1064031	Scaffolding, Tool	FrameScaffoldWellWheel	\$0.46	\$1.36	4.00	N/A
1064032	Scaffolding, Tool	FrameScaffoldWellWheelOutrigger	\$0.46	\$1.36	4.00	N/A
1064033	Scaffolding, Tool	ClimberExtension2'-7.5'ForScaffoldPlank	\$0.92	\$2.72	8.00	N/A
1064037	Scaffolding, Tool	ClimberPlank6'-9"WoodFeederPlankOrange	\$0.46	\$1.36	4.00	N/A
1064038	Scaffolding, Tool	FrameScaffoldDiagBrace5'x7'Green8'9'-1/2"	\$0.46	\$1.36	4.00	N/A
1064039	Scaffolding, Tool	FrameScaffoldAluminumHookPlank 20' x 10'	\$1.85	\$5.44	16.00	N/A
1064040	Scaffolding, Tool	Frame Scaffold Guard Rail5'	\$0.12	\$0.34	1.00	N/A
1064042	Scaffolding, Tool	FrameScaffoldCrossBrace10'Space4'.5'&6'.F	\$0.35	\$1.02	3.00	N/A
1064043	Scaffolding, Tool	FrameScaffoldClampOnSwingGate	\$0.69	\$2.04	6.00	N/A
1064045	Scaffolding, Tool	FrameScaffoldLadder6'ClampOn	\$0.46	\$1.36	4.00	N/A
1064046	Scaffolding, Tool	FrameScaffoldLadderBracket-ClampOnLadder	\$0.23	\$0.68	2.00	N/A
1064047	Scaffolding, Tool	FrameScaffoldLadderFrame29"x3'1"	\$0.92	\$2.72	8.00	N/A
1064048	Scaffolding, Tool	FrameScaffoldLadderFrame29"x4'1"	\$0.92	\$2.72	8.00	N/A
1064049	Scaffolding, Tool	FrameScaffoldLadder3'ClampOn	\$0.46	\$1.36	4.00	N/A
1064051	Scaffolding, Tool	FrameScaffoldLadderFrame29"x5'1"	\$0.92	\$2.72	8.00	N/A
1064052	Scaffolding, Tool	FrameScaffoldLadderFrame29"x6'7"	\$0.92	\$2.72	8.00	N/A
1064053	Scaffolding, Tool	FrameScaffoldClampSwivelDualPurpose	\$0.23	\$0.68	2.00	N/A
1064054	Scaffolding, Tool	FrameScaffoldClampRightAngleDualPurpose	\$0.23	\$0.68	2.00	N/A
1064055	Scaffolding, Tool	FrameScaffoldSidewalkCanopyFrme6'2"x7'6"	\$1.39	\$4.08	12.00	N/A
1064056	Scaffolding, Tool	Frame Scaffold Canopy Leg Female	\$0.46	\$1.36	4.00	N/A
1064057	Scaffolding, Tool	Frame Scaffold Canopy Leg Male	\$0.46	\$1.36	4.00	N/A
1064061	Scaffolding, Tool	Frame Scaffold StairwayHandRail6'Outside	\$0.92	\$2.72	8.00	N/A
1064062	Scaffolding, Tool	Frame Scaffold Stairway Hand Rail Inside	\$0.92	\$2.72	8.00	N/A
1064064	Scaffolding, Tool	FrameScaffoldStairwayHandRail5'Outside	\$0.92	\$2.72	8.00	N/A
1064065	Scaffolding, Tool	FrameScaffoldStairway5'Steel	\$3.70	\$10.88	32.00	N/A
1064066	Scaffolding, Tool	FrameScaffoldBaseOutrigger30'Stabilizer	\$0.46	\$1.36	4.00	N/A
1064067	Scaffolding, Tool	FrameScaffoldStraddleBrace7'	\$0.92	\$2.72	8.00	N/A
1064068	Scaffolding, Tool	FrameScaffoldCasterPneumatic12"	\$3.70	\$10.88	32.00	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
1064071	Scaffolding, Tool	FrameScaffoldAluminumHook Plank 20" x 5'	\$1.16	\$3.40	10.00	N/A
1064072	Scaffolding, Tool	FrameScaffoldStairway6' Aluminum	\$4.16	\$12.24	36.00	N/A
1064073	Scaffolding, Tool	FrameScaffoldStraddleBrace10'	\$0.92	\$2.72	8.00	N/A
1064075	Scaffolding, Tool	FrameScaffoldCrossBrace5' SpaceFor2' Frame	\$0.35	\$1.02	3.00	N/A
1064076	Scaffolding, Tool	FrameScaffoldCrossBrace7' SpaceFor2' Frame	\$0.35	\$1.02	3.00	N/A
1064077	Scaffolding, Tool	FrameScaffoldCrossBrace5' Space4' 5' & 6' F	\$0.35	\$1.02	3.00	N/A
1064078	Scaffolding, Tool	FrameScaffoldCrossBrace7' SpaceFor3' Frame	\$0.35	\$1.02	3.00	N/A
1064079	Scaffolding, Tool	FrameScaffoldCrossBrace5' SpaceFor3' Frame	\$0.35	\$1.02	3.00	N/A
1064081	Scaffolding, Tool	SystemScaffoldBaseJack	\$0.25	\$0.75	2.20	N/A
1064082	Scaffolding, Tool	SystemScaffoldBaseCollar	\$0.23	\$0.68	2.00	N/A
1064083	Scaffolding, Tool	SystemScaffoldVertStandard3'3"	\$0.28	\$0.82	2.40	N/A
1064084	Scaffolding, Tool	SystemScaffoldVertStandard9'9"	\$0.74	\$2.18	6.40	N/A
1064085	Scaffolding, Tool	SystemScaffoldHorizLedger3'5"	\$0.23	\$0.68	2.00	N/A
1064086	Scaffolding, Tool	SystemScaffoldHorizLedger7'	\$0.42	\$1.22	3.60	N/A
1064087	Scaffolding, Tool	SystemScaffoldBayBrace7' ACTLGH9'4-1/8"	\$0.46	\$1.36	4.00	N/A
1064089	Scaffolding, Tool	SystemScaffoldStairStringer7'	\$1.53	\$4.49	13.20	N/A
1064090	Scaffolding, Tool	SystemScaffoldStairTread32"	\$0.46	\$1.36	4.00	N/A
1064092	Scaffolding, Tool	SystemScaffoldSteelPlank12"x7'	\$0.75	\$2.21	6.50	N/A
1064093	Scaffolding, Tool	SystemScaffoldStorageRackStackRack	\$0.58	\$1.70	5.00	N/A
1064094	Scaffolding, Tool	Frame Scaffold Guard Rail 10'	\$0.12	\$0.34	1.00	N/A
1064095	Scaffolding, Tool	Frame Scaffold Guard Rail29"	\$0.12	\$0.34	1.00	N/A
1064096	Scaffolding, Tool	Walking Ramp 12'x18.25" (need 2 pieces)	\$72.10	\$212.06	623.70	N/A
1064098	Scaffolding, Tool	SystemScaffoldSteelPlank9'5"x7'	\$0.75	\$2.21	6.50	N/A
1064099	Scaffolding, Tool	FrameScaffoldADJ.ScrewU-Head	\$0.46	\$1.36	4.00	N/A
1064100	Scaffolding, Tool	FrameScaffoldDiagBrace29"x7'Blue7'6-1/2"	\$0.46	\$1.36	4.00	N/A
1064101	Scaffolding, Tool	FrameScaffoldCrossBrace10' Spacew/3' Frame	\$0.35	\$1.02	3.00	N/A
1064102	Scaffolding, Tool	FrameScaffoldCrossBrace10' Spacew/2' Frame	\$0.35	\$1.02	3.00	N/A
1064103	Scaffolding, Tool	Frame Scaffold corner/side outrigger 12"	\$0.46	\$1.36	4.00	N/A
1064104	Scaffolding, Tool	Frame Scaffold Wood Plank 12' Blue	\$0.88	\$2.58	7.60	N/A
1064105	Scaffolding, Tool	Frame Scaffold Mid Rail5'	\$0.12	\$0.34	1.00	N/A
1064126	Scaffolding, Tool	FrameScaffoldAluminumHookPlank 10" x 10'	\$1.39	\$4.08	12.00	N/A
1064133	Scaffolding, Tool	HydMobM2SeriesMastTieAtttchmAssemblyType2	\$1.33	\$3.91	11.50	N/A
1064134	Scaffolding, Tool	HydMobM2SeriesMastTieAssemblyType2	\$0.98	\$2.89	8.50	N/A
1064135	Scaffolding, Tool	HydMob M2 or P SeriesAnchorReusableType2	\$0.12	\$0.34	1.00	N/A
1064144	Scaffolding, Tool	Hyd Mob M2 5' Mast Assembly	\$7.82	\$22.99	67.62	N/A
1064145	Scaffolding, Tool	FrameScaffoldADJ.ScrewJack-Caster/BasePit	\$0.46	\$1.36	4.00	N/A
1064146	Scaffolding, Tool	FrameScaffoldADJ.ScrewJack3'Long	\$0.46	\$1.36	4.00	N/A
1064147	Scaffolding, Tool	FrameScaffoldWellWheelHoistStandard	\$0.46	\$1.36	4.00	N/A
1064149	Scaffolding, Tool	SystemScaffoldStorageBasket36"X36"HDG	\$0.58	\$1.70	5.00	N/A
1064157	Scaffolding, Tool	HydMobM2SeriesUniversalPlankSupport	\$0.58	\$1.70	5.00	N/A
1064158	Scaffolding, Tool	HydMobM2SeriesCrossBoxAssembly	\$0.23	\$0.68	2.00	N/A
1064159	Scaffolding, Tool	HydMobWoodenPad4'X4'Square	\$0.00	\$0.00	0.00	N/A
1064182	Scaffolding, Tool	HydroMobileM2SeriesTieBackExtension4'	\$0.81	\$2.38	7.00	N/A
1067001	Scaffolding, Tool	PumpJackSystemAluminumPole24'	\$5.89	\$17.34	50.99	N/A
1067002	Scaffolding, Tool	Pump Jack System Aluminum Pole 12'	\$3.23	\$9.51	27.96	N/A
1067003	Scaffolding, Tool	PumpJackSystemPoleConnector6'	\$2.19	\$6.45	18.98	N/A
1067004	Scaffolding, Tool	PumpJackSystemWorkbenchWithPumpJack	\$2.95	\$8.66	25.48	N/A
1067005	Scaffolding, Tool	PumpJackSystemFoldableSupportBrace	\$1.75	\$5.15	15.15	N/A
2707	Scanning Equipment, Tool	Hilti Concrete Scanner PS 1000-B	\$638.81	\$1,878.84	5,526.00	N/A
2732	Scanning Equipment, Tool	NavVis VLX3 Mobile Mapping Scanner	\$4,879.29	\$3,952.22	4,900.75	N/A
939	Shears & Nibblers, Tool	Shear16GaugeElectricUnishearNibbler	\$37.97	\$111.69	328.50	N/A
940	Shears & Nibblers, Tool	Shear 18Gauge Cordless	\$37.97	\$111.69	328.50	N/A
2493	Shears & Nibblers, Tool	Hilti Shears Cordless	\$36.15	\$106.34	312.75	N/A
2494	Shears & Nibblers, Tool	Hilti Nibbler Cordless	\$36.15	\$106.34	312.75	N/A
2496	Shears & Nibblers, Tool	Hilti Shears - TOD	\$36.15	\$106.34	312.75	N/A
2499	Shears & Nibblers, Tool	Hilti Nibbler - TOD	\$36.15	\$106.34	312.75	N/A
847	Shop Equipment, Tool	Punch Press Ironworker 50T	\$0.00	\$0.00	0.00	N/A
1039	Shop Equipment, Tool	TireChangerHeavyDutyTableTop	\$0.00	\$0.00	0.00	N/A
188	Shoring & Forming, Tool	Dead Men 4250 Lbs Concrete	\$6.32	\$18.59	54.67	N/A
189	Shoring & Forming, Tool	Dead Men Forming Base	\$0.00	\$0.00	0.00	N/A
379	Shoring & Forming, Tool	Flying Truss Jack and Dolly 7500lb cap	\$98.85	\$290.73	855.08	N/A
60250	Shoring & Forming, Tool	Bridge Overhang Bracket C49	\$3.35	\$9.86	29.00	N/A
60315	Shoring & Forming, Tool	Bridge Wall Plate Assembly C51	\$0.69	\$2.04	6.00	N/A
60320	Shoring & Forming, Tool	Bridge Guard Rail Receptacle 2X4 C52	\$0.81	\$2.38	7.00	N/A
103013	Shoring & Forming, Tool	Clamp 3' Column Lok-Fast	\$1.12	\$3.31	9.73	N/A
131001	Shoring & Forming, Tool	Dead Men 3000 Lbs Concrete	\$5.62	\$16.52	48.60	N/A
131024	Shoring & Forming, Tool	AdjustableJoistHangerBracket2"BorgHanger	\$1.14	\$3.38	9.93	N/A
131025	Shoring & Forming, Tool	Fixed Wall Bracket 4" X 6"	\$1.13	\$3.34	9.82	N/A
60	Site Storage, Tool	Flame Resistant 30 Gal Cabinet	\$85.00	\$220.00	130.00	N/A
61	Site Storage, Tool	Cabinet Flammable Liquid Safety 45 Gal	\$3.24	\$9.52	28.00	N/A
395	Site Storage, Tool	Gangbox Clam Rolling Wood Cabinet	\$24.42	\$71.82	211.24	N/A
396	Site Storage, Tool	Gangbox Data Vault Large	\$164.30	\$483.23	1,421.25	N/A
398	Site Storage, Tool	Gangbox Data Vault Small	\$98.68	\$290.25	853.68	N/A
400	Site Storage, Tool	Gangbox Large Chest	\$105.00	\$375.00	190.00	N/A
401	Site Storage, Tool	Gangbox Large Shelved Cabinet	\$33.06	\$97.24	286.00	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
402	Site Storage, Tool	Gangbox Monster HD	\$32.37	\$95.20	280.00	N/A
403	Site Storage, Tool	Gangbox Monster HD Lg Shelved Cabinet	\$36.99	\$108.80	320.00	N/A
404	Site Storage, Tool	Gangbox Portable Field Station	\$69.00	\$208.00	624.00	N/A
412	Site Storage, Tool	Gangbox Small Chest	\$28.48	\$83.77	246.39	N/A
943	Site Storage, Tool	Shed 8' x 10' Masonary Tool Shed	\$16.94	\$49.82	146.52	N/A
944	Site Storage, Tool	Shed 8' x 20' Tool With Lights inside	\$13.18	\$38.78	114.05	N/A
945	Site Storage, Tool	Shed 8' x 20' Office	\$19.58	\$57.59	169.39	N/A
946	Site Storage, Tool	Shed8'x20'ConcreteConstruction&LightInls	\$26.03	\$76.56	225.18	N/A
947	Site Storage, Tool	Shed 8' x 20' Layout	\$22.15	\$65.13	191.57	N/A
948	Site Storage, Tool	Shed8'x20'LunchGas&ElecHeater&LightInls	\$18.10	\$53.25	156.60	N/A
949	Site Storage, Tool	Shed 8' x 20' Storage	\$12.61	\$37.08	109.06	N/A
1378	Site Storage, Tool	Footing Gangbox (RED)	\$33.06	\$97.24	286.00	N/A
1380	Site Storage, Tool	Wall Crew Gangbox (BLUE)	\$33.06	\$97.24	286.00	N/A
1381	Site Storage, Tool	Finishers Gangbox (PURPLE)	\$33.06	\$97.24	286.00	N/A
2701	Site Storage, Tool	Ground Level Office Conex	\$49.00	\$148.50	450.00	N/A
2742	Site Storage, Tool	Shed 8' x 40' Storage	\$34.68	\$102.00	300.00	N/A
959	Snow Equip, Tool	Snow Blower Lg Gas 2 Stage	\$69.29	\$203.80	599.40	N/A
1383	Snow Equip, Tool	Snow Tarp (All Sizes)	\$20.15	\$59.25	174.28	N/A
2026	Sprayers, Tool	Sprayer SaniSpray HP20 ProPack Cordless	\$17.88	\$52.58	154.64	N/A
1356	Symons Steel-Ply System, Tool	Steel-Ply 5' x 4' Filler (#10504)	\$1.23	\$3.62	10.66	N/A
1908	Symons Steel-Ply System, Tool	Steel-Ply 8' x 14" Filler 2000# (#19814)	\$2.55	\$7.50	22.05	N/A
1910	Symons Steel-Ply System, Tool	Steel-Ply 8' x 22" Filler 2000# (#19822)	\$2.06	\$6.06	17.82	N/A
1911	Symons Steel-Ply System, Tool	Steel-Ply 8' x 16" Filler 2000# (#19816)	\$1.90	\$5.59	16.44	N/A
1912	Symons Steel-Ply System, Tool	Steel-Ply 6' x 18" Filler 2000# (#19618)	\$1.91	\$5.60	16.48	N/A
1913	Symons Steel-Ply System, Tool	Steel-Ply 3' x 12" Filler (#10312)	\$0.97	\$2.84	8.36	N/A
1914	Symons Steel-Ply System, Tool	Steel-Ply 3' x 14" Filler (#10314)	\$1.06	\$3.11	9.15	N/A
2109	Symons Steel-Ply System, Tool	Steel-Ply 8' Inside Hinge Corner(#30078)	\$3.81	\$11.21	32.97	N/A
2262	Symons Steel-Ply System, Tool	Steel-Ply 5' Inside Hinge Corner(#30075)	\$2.73	\$8.03	23.63	N/A
10226	Symons Steel-Ply System, Tool	Steel-Ply 2' Filler Angle	\$0.13	\$0.40	1.16	N/A
10227	Symons Steel-Ply System, Tool	Steel-Ply 2' Outside Corner	\$0.17	\$0.49	1.44	N/A
10302	Symons Steel-Ply System, Tool	Steel-Ply 3' x 2" Filler	\$0.39	\$1.13	3.33	N/A
10318	Symons Steel-Ply System, Tool	Steel-Ply 3' x 18" Filler	\$1.16	\$3.40	10.00	N/A
10320	Symons Steel-Ply System, Tool	Steel-Ply 3' x 20" Filler	\$1.22	\$3.59	10.55	N/A
10324	Symons Steel-Ply System, Tool	Steel-Ply 3' x 24" Panel	\$1.11	\$3.26	9.57	N/A
10326	Symons Steel-Ply System, Tool	Steel-Ply 3' Filler Angle	\$0.18	\$0.52	1.52	N/A
10327	Symons Steel-Ply System, Tool	Steel-Ply 3' Outside Corner	\$0.29	\$0.86	2.52	N/A
10401	Symons Steel-Ply System, Tool	Steel-Ply 4' x 1" Filler	\$0.41	\$1.21	3.55	N/A
10402	Symons Steel-Ply System, Tool	Steel-Ply 4' x 2" Filler	\$0.45	\$1.32	3.88	N/A
10403	Symons Steel-Ply System, Tool	Steel-Ply 4' x 1-1/2" Filler	\$0.43	\$1.26	3.70	N/A
10404	Symons Steel-Ply System, Tool	Steel-Ply 4' x 4" Filler	\$0.99	\$2.92	8.59	N/A
10406	Symons Steel-Ply System, Tool	Steel-Ply 4' x 6" Filler	\$1.02	\$2.99	8.79	N/A
10408	Symons Steel-Ply System, Tool	Steel-Ply 4' x 8" Filler	\$1.04	\$3.05	8.79	N/A
10410	Symons Steel-Ply System, Tool	Steel-Ply 4' x 10" Filler	\$1.18	\$3.46	10.18	N/A
10412	Symons Steel-Ply System, Tool	Steel-Ply 4' x 12" Filler	\$1.18	\$3.46	10.48	N/A
10414	Symons Steel-Ply System, Tool	Steel-Ply 4' x 14" Filler	\$1.26	\$3.71	10.91	N/A
10416	Symons Steel-Ply System, Tool	Steel-Ply 4' x 16" Filler	\$1.28	\$3.75	11.03	N/A
10418	Symons Steel-Ply System, Tool	Steel-Ply 4' x 18" Filler	\$1.32	\$3.89	11.45	N/A
10420	Symons Steel-Ply System, Tool	Steel-Ply 4' x 20" Filler	\$1.47	\$4.33	12.73	N/A
10422	Symons Steel-Ply System, Tool	Steel-Ply 4' x 22" Filler	\$1.55	\$4.57	13.45	N/A
10424	Symons Steel-Ply System, Tool	Steel-Ply 4' x 24" Panel	\$1.20	\$3.52	10.36	N/A
10425	Symons Steel-Ply System, Tool	Steel-Ply 4' x 6" x 6" Inside Corner	\$1.22	\$3.59	10.55	N/A
10426	Symons Steel-Ply System, Tool	Steel-Ply 4' Filler Angle	\$0.20	\$0.60	1.76	N/A
10427	Symons Steel-Ply System, Tool	Steel-Ply 4' Outside Corner	\$0.35	\$1.04	3.06	N/A
10501	Symons Steel-Ply System, Tool	Steel-Ply 5' x 1" Filler	\$0.53	\$1.55	4.54	N/A
10502	Symons Steel-Ply System, Tool	Steel-Ply 5' x 2" Filler	\$0.57	\$1.69	4.97	N/A
10503	Symons Steel-Ply System, Tool	Steel-Ply 5' x 1-1/2" Filler	\$0.55	\$1.62	4.76	N/A
10506	Symons Steel-Ply System, Tool	Steel-Ply 5' x 6" Filler	\$1.26	\$3.71	10.91	N/A
10508	Symons Steel-Ply System, Tool	Steel-Ply 5' x 8" Filler	\$1.30	\$3.83	11.27	N/A
10510	Symons Steel-Ply System, Tool	Steel-Ply 5' x 10" Filler	\$1.39	\$4.10	12.06	N/A
10512	Symons Steel-Ply System, Tool	Steel-Ply 5' x 12" Filler	\$1.44	\$4.24	12.48	N/A
10514	Symons Steel-Ply System, Tool	Steel-Ply 5' x 14" Filler	\$1.54	\$4.53	13.33	N/A
10516	Symons Steel-Ply System, Tool	Steel-Ply 5' x 16" Filler	\$1.65	\$4.86	14.30	N/A
10518	Symons Steel-Ply System, Tool	Steel-Ply 5' x 18" Filler	\$1.75	\$5.15	15.15	N/A
10520	Symons Steel-Ply System, Tool	Steel-Ply 5' x 20" Filler	\$1.89	\$5.56	16.36	N/A
10522	Symons Steel-Ply System, Tool	Steel-Ply 5' x 22" Filler	\$1.98	\$5.81	17.09	N/A
10524	Symons Steel-Ply System, Tool	Steel-Ply 5' x 24" Panel	\$1.68	\$4.94	14.54	N/A
10525	Symons Steel-Ply System, Tool	Steel-Ply 5' x 6" x 6" Inside Corner	\$1.62	\$4.76	14.00	N/A
10526	Symons Steel-Ply System, Tool	Steel-Ply 5' Filler Angle	\$0.24	\$0.71	2.08	N/A
10527	Symons Steel-Ply System, Tool	Steel-Ply 5' Outside Corner	\$0.40	\$1.19	3.49	N/A
10601	Symons Steel-Ply System, Tool	Steel-Ply 6' x 1" Filler	\$0.58	\$1.71	5.03	N/A
10602	Symons Steel-Ply System, Tool	Steel-Ply 6' x 2" Filler	\$0.64	\$1.89	5.55	N/A
10603	Symons Steel-Ply System, Tool	Steel-Ply 6' x 1-1/2" Filler	\$0.61	\$1.79	5.27	N/A
10604	Symons Steel-Ply System, Tool	Steel-Ply 6' x 4" Filler	\$1.34	\$3.95	11.61	N/A
10606	Symons Steel-Ply System, Tool	Steel-Ply 6' x 6" Filler	\$1.37	\$4.04	11.88	N/A
10608	Symons Steel-Ply System, Tool	Steel-Ply 6' x 8" Filler	\$1.54	\$4.53	13.33	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
10610	Symons Steel-Ply System, Tool	Steel-Ply 6' x 10" Filler	\$1.57	\$4.61	13.57	N/A
10612	Symons Steel-Ply System, Tool	Steel-Ply 6' x 12" Filler	\$1.64	\$4.82	14.18	N/A
10614	Symons Steel-Ply System, Tool	Steel-Ply 6' x 14" Filler	\$1.74	\$5.11	15.03	N/A
10616	Symons Steel-Ply System, Tool	Steel-Ply 6' x 16" Filler	\$1.85	\$5.44	16.00	N/A
10618	Symons Steel-Ply System, Tool	Steel-Ply 6' x 18" Filler	\$1.91	\$5.60	16.48	N/A
10620	Symons Steel-Ply System, Tool	Steel-Ply 6' x 20" Filler	\$1.92	\$5.64	16.60	N/A
10622	Symons Steel-Ply System, Tool	Steel-Ply 6' x 22" Filler	\$2.13	\$6.26	18.42	N/A
10624	Symons Steel-Ply System, Tool	Steel-Ply 6' x 24" Panel	\$1.79	\$5.27	15.51	N/A
10625	Symons Steel-Ply System, Tool	Steel-Ply 6' x 6" x 6" Inside Corner	\$1.86	\$5.48	16.12	N/A
10626	Symons Steel-Ply System, Tool	Steel-Ply 6' Filler Angle	\$0.29	\$0.86	2.52	N/A
10627	Symons Steel-Ply System, Tool	Steel-Ply 6' Outside Corner	\$0.47	\$1.38	4.06	N/A
10801	Symons Steel-Ply System, Tool	Steel-Ply 8' x 1" Filler	\$0.69	\$2.02	5.94	N/A
10802	Symons Steel-Ply System, Tool	Steel-Ply 8' x 2" Filler	\$0.77	\$2.27	6.67	N/A
10803	Symons Steel-Ply System, Tool	Steel-Ply 8' x 1-1/2" Filler	\$0.74	\$2.16	6.36	N/A
10804	Symons Steel-Ply System, Tool	Steel-Ply 8' x 4" Filler	\$3.19	\$9.39	27.63	N/A
10806	Symons Steel-Ply System, Tool	Steel-Ply 8' x 6" Filler	\$1.90	\$5.59	16.43	N/A
10808	Symons Steel-Ply System, Tool	Steel-Ply 8' x 8" Filler	\$1.85	\$5.44	16.00	N/A
10810	Symons Steel-Ply System, Tool	Steel-Ply 8' x 10" Filler	\$1.92	\$5.64	16.60	N/A
10812	Symons Steel-Ply System, Tool	Steel-Ply 8' x 12" Filler	\$2.06	\$6.06	17.82	N/A
10814	Symons Steel-Ply System, Tool	Steel-Ply 8' x 14" Filler	\$2.14	\$6.30	18.54	N/A
10816	Symons Steel-Ply System, Tool	Steel-Ply 8' x 16" Filler	\$2.21	\$6.51	19.15	N/A
10818	Symons Steel-Ply System, Tool	Steel-Ply 8' x 18" Filler	\$2.34	\$6.88	20.24	N/A
10820	Symons Steel-Ply System, Tool	Steel-Ply 8' x 20" Filler	\$2.44	\$7.17	21.09	N/A
10822	Symons Steel-Ply System, Tool	Steel-Ply 8' x 22" Filler	\$2.61	\$7.66	22.54	N/A
10824	Symons Steel-Ply System, Tool	Steel-Ply 8' x 24" Panel	\$3.19	\$9.39	27.63	N/A
10825	Symons Steel-Ply System, Tool	Steel-Ply 8' x 6" x 6" Inside Corner	\$1.81	\$5.32	15.64	N/A
10826	Symons Steel-Ply System, Tool	Steel-Ply 8' Filler Angle	\$0.35	\$1.04	3.06	N/A
10827	Symons Steel-Ply System, Tool	Steel-Ply 8' Outside Corner	\$0.92	\$2.71	7.96	N/A
10853	Symons Steel-Ply System, Tool	Steel-Ply Column Hinge	\$1.88	\$5.52	16.24	N/A
19818	Symons Steel-Ply System, Tool	Steel-Ply 8' x 18" Filler 2000# cap	\$2.49	\$7.33	21.57	N/A
19820	Symons Steel-Ply System, Tool	Steel-Ply 8' x 20" Filler 2000# cap	\$2.43	\$7.14	21.01	N/A
19824	Symons Steel-Ply System, Tool	Steel-Ply 8' x 24" Panel 2000# cap	\$3.19	\$9.40	27.63	N/A
30076	Symons Steel-Ply System, Tool	Steel-Ply 6' Inside Hinge Corner	\$3.36	\$9.89	29.09	N/A
30224	Symons Steel-Ply System, Tool	Steel-Ply 4' Outside Hinge Corner	\$0.95	\$2.78	8.18	N/A
30226	Symons Steel-Ply System, Tool	Steel-Ply 6' Outside Hinge Corner	\$1.33	\$3.91	11.51	N/A
30228	Symons Steel-Ply System, Tool	Steel-Ply 8' Outside Hinge Corner	\$1.85	\$5.44	16.00	N/A
33697	Symons Steel-Ply System, Tool	Steel-PlyFormAligne13'-20'PipeAdjustable	\$6.88	\$20.23	59.49	N/A
33709	Symons Steel-Ply System, Tool	Steel-Ply Shoe For Pipeform Aligner	\$0.26	\$0.77	2.26	N/A
36162	Symons Steel-Ply System, Tool	Steel-Ply Quick Column Hardware	\$0.26	\$0.75	2.21	N/A
40038	Symons Steel-Ply System, Tool	Steel-Ply J Strongback Hook 2x6-2x4	\$2.72	\$7.99	23.51	N/A
40103	Symons Steel-Ply System, Tool	Steel-PlyFormAlignerTbuckleStraightPlate	\$0.51	\$1.51	4.44	N/A
40300	Symons Steel-Ply System, Tool	Steel-Ply Scaffold Bracket	\$1.08	\$3.17	9.33	N/A
40301	Symons Steel-Ply System, Tool	Steel-Ply Shearwall Bracket Adjustable	\$2.24	\$6.59	19.39	N/A
60031	Symons Steel-Ply System, Tool	Steel-Ply Safety Eye	\$0.33	\$0.97	2.85	N/A
60117	Symons Steel-Ply System, Tool	Steel-Ply Column Lifting Corner	\$0.86	\$2.52	7.41	N/A
60318	Symons Steel-Ply System, Tool	Steel-Ply One Piece Waler Clamp	\$0.17	\$0.49	1.43	N/A
60359	Symons Steel-Ply System, Tool	Steel-Ply 4' x 4" x 4" Inside Corner	\$1.10	\$3.23	9.51	N/A
60360	Symons Steel-Ply System, Tool	Steel-Ply 5' x 4" x 4" Inside Corner	\$1.32	\$3.88	11.42	N/A
60361	Symons Steel-Ply System, Tool	Steel-Ply 6' x 4" x 4" Inside Corner	\$1.54	\$4.53	13.33	N/A
60378	Symons Steel-Ply System, Tool	Steel-Ply Double Duty Lift Bracket	\$0.83	\$2.45	7.21	N/A
90500	Symons Steel-Ply System, Tool	Steel-Ply 4' x 28" Panel 2000# Cap	\$2.97	\$8.74	25.71	N/A
90501	Symons Steel-Ply System, Tool	Steel-Ply 8' x 28" Panel 2000# cap	\$1.81	\$5.32	15.64	N/A
90502	Symons Steel-Ply System, Tool	Steel-Ply 6' x 28" Panel 2000#cap	\$3.74	\$11.00	32.37	N/A
1030074	Symons Steel-Ply System, Tool	Steel-Ply 4' Inside Hinge Corner	\$2.33	\$6.84	20.12	N/A
1017	Tampers, Tool	Tamper Air	\$27.53	\$80.97	238.15	N/A
1028	Tampers, Tool	Tamper Electric Jumping Jack	\$51.00	\$149.00	391.00	N/A
1030	Tampers, Tool	Tamper Plate Gas	\$79.00	\$237.00	595.00	\$13.17
1031	Tanks, Tool	Tank 70 Gal Fuel With Pump	\$31.21	\$91.80	270.00	N/A
1032	Tanks, Tool	Tank 120 Gal Fuel With Pump	\$85.00	\$212.00	633.00	N/A
1034	Tanks, Tool	Tank 300 Gal Water With Spigot	\$6.05	\$17.80	52.35	N/A
1646	Tanks, Tool	Tank 285 Gal Fuel TransCube Solar Kit	\$28.90	\$85.00	250.00	N/A
1648	Tanks, Tool	Tank 132 Gal Fuel Trans Cube Solar Kit	\$28.90	\$85.00	250.00	N/A
2760	Tanks, Tool	Hilti Water Supply Tank Cordless - TOD	\$36.75	\$111.38	337.50	N/A
18	Testing Equipment, Tool	Air Monitor 4 Way O2 LEL CO H2S	\$44.94	\$132.17	388.74	N/A
19	Testing Equipment, Tool	Air Monitor 4 Way O2 LEL CO NO2	\$38.76	\$113.99	335.28	N/A
168	Testing Equipment, Tool	CounterWeightTest23"X23"X21"1000lbs	\$0.00	\$0.00	0.00	N/A
353	Testing Equipment, Tool	Air Monitor Diesel Exhaust NO2	\$37.32	\$109.75	322.80	N/A
660	Testing Equipment, Tool	Monitor Air Velocity	\$0.00	\$0.00	0.00	N/A
2402	Testing Equipment, Tool	Air Monitor 4Way (Casselton Only)	\$63.18	\$185.80	546.44	N/A
1045	Traffic Control, Tool	Fence Folding Rubber 4'x24' w/Wheels Ylw	\$60.00	\$180.00	64.00	N/A
1392	Traffic Control, Tool	Fence Portable 4' x 12' For J Barrier	\$11.24	\$33.05	97.20	N/A
300001	Traffic Control, Tool	Fence Portable 4' x 10' For J Barrier	\$8.74	\$25.70	75.60	N/A
1020005	Traffic Control, Tool	Jersey Barrier 10' Concrete	\$1.51	\$4.44	13.06	N/A
1020436	Traffic Control, Tool	Jersey Barrier 12'6" Concrete	\$1.81	\$5.32	15.66	N/A
1025735	Traffic Control, Tool	Crowd Barrier Interlocking 8' Yellow	\$6.30	\$18.52	54.46	N/A



Equipment Rental Rates

Item Code	Category	Description	2024-2025 DAILY RATE	2024-2025 WEEKLY RATE	2024-2025 MONTHLY RATE	2024-2025 HOURLY RATE
191	Trailers, Tool	Trailer Flatbed	\$140.00	\$360.00	1,230.00	\$23.33
1050	Trailers, Tool	Trailer Cargo Enclosed	\$80.45	\$236.61	695.93	\$13.41
273	Vacuums, Tool	Dust Collection System	\$22.41	\$65.90	193.83	N/A
275	Vacuums, Tool	Dust Collection System Duel	\$32.06	\$94.28	277.30	N/A
279	Vacuums, Tool	Dust Collect Pre-Separator 33ft 3" Assem	\$86.40	\$254.02	746.81	N/A
1124	Vacuums, Tool	Vacuum Euroclean (Hepa) Electric	\$12.48	\$36.72	108.00	N/A
1126	Vacuums, Tool	Vacuum Ermator Hepa S13 Dust Extractor	\$163.55	\$481.03	1,414.80	N/A
1129	Vacuums, Tool	Vacuum Ermator Hepa S26 Dust Extractor	\$165.00	\$505.00	920.00	N/A
1132	Vacuums, Tool	Vacuum Soff-Cut With Plate Gas	\$190.00	\$460.00	1,355.00	N/A
1134	Vacuums, Tool	Vacuum Soff-Cut With Plate Propane	\$205.00	\$510.00	1,520.00	N/A
1137	Vacuums, Tool	Vacuum Hilti Wet/Dry Hepa Med Electric	\$26.21	\$77.08	226.71	N/A
1138	Vacuums, Tool	Vacuum Hilti Wet/Dry Hepa Small Electric	\$26.21	\$77.08	226.71	N/A
1140	Vacuums, Tool	Vacuum Tornado Upright Electric	\$20.00	\$55.00	97.00	N/A
1141	Vacuums, Tool	Vacuum Crusader Wet/Dry Electric	\$15.61	\$45.90	135.00	N/A
1149	Vacuums, Tool	Vacuum Crusader Wet/Dry 55Gal Drum Elec	\$23.10	\$67.93	199.80	N/A
1150	Vacuums, Tool	Vacuum Thumper Wet/Dry Hepa DeWalt	\$28.09	\$82.62	243.00	N/A
1289	Vacuums, Tool	WallSawVacuumWetandSlurry118CFM1.6HP	\$48.80	\$143.53	422.16	N/A
2145	Vacuums, Tool	Vacuum Husq 3-Phase T8600 480V 353CFM	\$329.60	\$969.41	2,851.20	N/A
2376	Vacuums, Tool	Vacuum Pulsebac HEPA 150CFM	\$50.73	\$149.19	438.80	N/A
2422	Vacuums, Tool	Hilti HEPA Vacuum	\$26.21	\$77.08	226.71	N/A
2431	Vacuums, Tool	Hilti Vacuum Cordless	\$23.37	\$68.73	202.14	N/A
2463	Vacuums, Tool	Hilti HEPA Vacuum - TOD	\$26.21	\$77.08	226.71	N/A
2472	Vacuums, Tool	Hilti Vacuum Cordless - TOD	\$23.37	\$68.73	202.14	N/A
2557	Vacuums, Tool	Hilti Large Cordless Vacuum - TOD	\$39.29	\$115.55	339.84	N/A
200	Vehicles, Tool	Truck Highway Tractor	\$247.50	\$750.75	2,275.00	\$30.94
207	Vehicles, Tool	Flatbed Delivery Trucks	\$196.02	\$594.00	1,800.00	\$24.55
823	Vehicles, Tool	Power Pusher	\$80.92	\$238.00	700.00	N/A
1110	Vehicles, Tool	Box Trucks	\$300.00	\$750.00	2,250.00	\$37.50
1121	Vehicles, Tool	UtilityVehicleUTV4X4WithDumpBoxDiesel	\$182.00	\$361.00	777.00	N/A
1152	Vehicles, Tool	Vehicle Utility Van	\$157.91	\$478.50	1,450.00	\$37.49
2618	Vehicles, Tool	Vehicles Pickup Trucks	\$174.24	\$528.00	1,600.00	\$0.00
1297	Welding, Tool	WelderRodboxDryRod/BoxHeater50lb	\$13.70	\$40.27	118.46	N/A
1298	Welding, Tool	Welder 250 Amp Gas	\$125.00	\$325.00	700.00	N/A
1299	Welding, Tool	Welder350Amp208-575VoltElectric	\$100.00	\$198.00	385.00	N/A
1304	Welding, Tool	Welder Wire Feed 110v Electric	\$75.00	\$77.00	148.50	N/A
1308	Welding, Tool	Welding Fume Extractor	\$48.60	\$97.20	189.00	N/A
1733	Welding, Tool	Welder Portable Cordless Accupocket	\$150.00	\$275.00	544.50	N/A
1927	Welding, Tool	Welder Wireless W/Foot Control	\$260.00	\$412.50	825.00	N/A
1063050	Welding, Tool	Welder Direct Cable Stinger 10'	\$15.00	\$15.00	15.00	N/A
1063051	Welding, Tool	Welder Direct Cable Ground 10'	\$15.00	\$15.00	15.00	N/A
1063053	Welding, Tool	Welder Direct Cable Lead 50'	\$12.50	\$25.00	50.00	N/A



Exhibit G

Consumables Category Name

Adhesives
Aluma System
Anchor & Insert Products
Antifreeze
Bags
Banding
Batteries/Chargers
Bits/Products
Blades
Bolt Cutters
Bolts
Books/Forms
Brooms/Brushes/Squeegees
Cable Products
Carpets/Mats & Products
Carts & Lids
Caulking Products
Chalk & Products
Chemical Products
Clamps
Cleaning Products
Clothing
Concrete Floor Polishing
Concrete/Concrete Products
Cranes & Accessories
Door Hardware
Electrical
Enclosure
Epoxy/Epoxy Products
Fall Protection
Fans
Fence/Fence Products
Filters, Air
Filters, Cut-off Saw
Filters, Fuel
Filters, Hydraulic
Filters, Oil
Filters, Transmission
First Aid
Floor Scrubber Products
Food/Drink/Products
Form Accessories
Funnels
Gauges/Meters/Calculators
General Service Charges
Generators
Grease/Fluids/Fuels



Consumables Category Name

- Grinding/Cutting
- Hammers
- Hand Tools
- Hearing Protection
- Heaters
- Hoses
- Insulation
- Job Office Equipment
- Ladders
- Large Tools Accessories
- Layout
- Lifting Accessories
- Locks/Keys
- Lumber Products
- Maintenance
- Masonry/Grout Products
- Misc
- Mops, Wet/Dry
- Moving Equipment
- Nails - Hand Nailing
- Nails - Nailers
- Non-Carbonated Water
- Office Supplies
- Oil/Lubricating Fluid
- PailsDrumsContainers & Acc
- Painting Supplies
- Paper/Stencil Products
- Pick Axes
- Plan Materials
- Poly/Canvas Tarps
- Post Hole Diggers/Drivers
- Power Load Products
- Propane
- Pry Bars
- Pumps
- Radio
- Rakes
- Rebar Products
- Repair Parts
- Respiratory Protection
- Roofing
- Ropes/Chains
- Safety Clothing
- Safety Products
- Sanders
- Saw Accessories
- Sawhorses



Consumables Category Name

Scaffolding
Scrapers
Screws
Shims
Shop Materials
Shoring & Forming
Shovels and Scoops
Shrink Wrap
Signs
Slings/Straps & Tie Downs
Sockets/Extensions
Solder/Flux/Burners
Sprayers
Stands
Steel Products
Steel Wool
Tags
Tanks
Tape Measures (Rules)
Tape
Tennant Parts and Supplies
Tires/Wheels
Traffic Control
Trowel Machine Accessories
Utility Knives
Vacuums
Wash-out Parts
Water Containers
Waterproofing
Welding and Cutting
Wheelbarrows
Wood Finishing Products
Wrenches & Accessories
Zip Ties

Exhibit H

Construction Contingency

The purpose of the Construction Contingency is to allow the Construction Manager to cover costs in the performance of the Work which are reimbursable as a Cost of the Work under this Agreement but for which the Construction Manager is not entitled to a Change Order. This value is intended to bridge the gap between a guaranteed maximum price (GMP) and documents that are generally not 100% complete at the time of GMP establishment. All unspent contingency dollars remain 100% with the owner.

Examples of Construction Contingency generally include but are not limited to:

- Costs associated with the completion of the Contract Documents by the Design Professional consistent with the Contract Documents and reasonably inferable therefrom, but excluding such things as changes in the scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order
- Incomplete project details
- Unpredictable detail changes
- Costs of the Work inadvertently omitted by the Construction Manager when calculating the GMP
- Additional costs incurred as a result of Subcontractor buyout
- Missing scope, purchasing gaps, or estimating errors
- Unanticipated changes in market conditions that do not entitle Construction Manager to a Change Order under the Contract/Agreement
- Higher than expected wage settlements
- Costs related to changes in construction means and methods, including re-sequencing of the Work
- Necessary construction changes to meet design intent
- Costs of the Construction Manager and other unanticipated costs or cost overruns in connection with the performance of the Construction Services or the Construction Manager's Work
- Schedule delays and acceleration, that do not entitle Construction Manager to a Change Order under the Contract/Agreement
- Overtime as necessary to meet completion date unless ordered by the Owner due to delays caused by "force majeure" events

The Construction Contingency will not be used for items that are the basis of a change order, including but not limited to the following, which will increase or decrease the GMP:

- Changes in scope, plans and specifications, or Contract Documents
- Errors or omissions in the Contract Documents
- Changes in location of building infrastructure or access locations
- Concealed or unknown conditions
- Substitution of more costly materials
- Code modifications and interpretations of plans and specifications
- Collective impact of excessive or late changes
- Overrun in an allowance
- Overtime, out of sequence work, or other schedule changes requested by the Owner
- Abnormal weather conditions
- "Force majeure" events such as labor disputes, fire, unusual delay in deliveries, natural disasters, extraordinary events, etc.



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Valley City Public Works Service Center
1416 Main Street East
Valley City, ND 58072

THE OWNER:

(Name and address)

City of Valley City
254 2nd Avenue Northeast
Valley City, ND 58072

THE ARCHITECT:

(Name and address)

Engineers-Architects, P.C.
112 Roberts St. North, Suite 300
Fargo, ND 58102

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
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

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.

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

Init.

/

User Notes:

(1213028194)

14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

15 **CLAIMS AND DISPUTES**



Init.

/

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 15:14:01 ET on 08/29/2024 under Order No.2114423841 which expires on 10/22/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1213028194)

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.

/

Certificates for Payment

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
 Certificates of Inspection, Testing or Approval
 13.4.4

Certificates of Insurance
 9.10.2

Change Orders

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

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK

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

Claims, Definition of

15.1.1

Claims, Notice of
 1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
 Claims and Timely Assertion of Claims
 15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages
 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

Claims Subject to Arbitration
 15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
 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**

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to
 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

COMPLETION, PAYMENTS AND
9

Completion, Substantial
 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
 Compliance with Laws
 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

Concealed or Unknown Conditions
 3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract
 1.1.1, 6.1.1, 6.1.4

Consent, Written

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

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

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

Construction Schedules, Contractor's
 3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
15.1.4

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration
 3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to
 3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
 1.5.2, 2.3.6, 5.3

Contract Documents, Definition of
1.1.1

Contract Sum

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**

Contract Sum, Definition of

9.1

Contract Time
 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

Contract Time, Definition of
 8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees

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

Copyrights1.5, **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 Certification9.4.1, **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**

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

1

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**

Init.

/

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

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

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
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

Notice

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

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

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

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

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

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

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

Owner's Authority

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

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

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

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

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

Payment, Certificates for

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

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

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

Init.

/

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.2**

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing 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

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor’s Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, **3.12**, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, **3.12**, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

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

Site Visits, Architect’s

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

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, **11.3**

Substances, Hazardous

10.3

Substantial Completion

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

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Init.

/

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

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, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and 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, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 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

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 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, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

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. For any Work requiring the Contractor to procure or furnish design services to satisfy the Contract Documents for the Work, the design services shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which these services are performed.

§ 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.

§ 1.2 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

Init.

/

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.

§ 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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

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, 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 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.

§ 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.

§ 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. 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.

§ 2.3 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.

Init.

§ 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 one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 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.

§ 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.

§ 3.2.3 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.

§ 3.2.4 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.

§ 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.

§ 3.4.2 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.

§ 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.

§ 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 Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except 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. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything to the contrary, Contractor warrants that professional services, if any, will be provided pursuant to the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the services are to be performed.

§ 3.5.2 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.

§ 3.7.2 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 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, building codes, and 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

Init.

/

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.

§ 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.

§ 3.8 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 in sufficient time to avoid delay in the Work and with reasonable promptness.

§ 3.8.4 As of the date of this Agreement, certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic and material availability fluctuation during the performance of this Agreement that may impact price, availability, and delivery timeframes. The parties agree this risk shall be borne by the Owner and agree to include an Escalation, Inflation, and Supply Chain Allowance within the GMP for such costs.

§ 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 Intentionally Omitted

§ 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.

Init.

§ 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, and the Architect reviews submittals within the reasonable time frame, 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.

§ 3.11 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 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

Init.

/

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.

§ 3.13 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 Cutting and Patching

§ 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.

§ 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.

§ 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, 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, 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. 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.

§ 4.2 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 so as to avoid a delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and 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.

Init.

/

§ 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, 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.

§ 5.2.2 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.

§ 5.3 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.

§ 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

Init.

/

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.

§ 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 Architect 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.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect 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 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect 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:

- .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.

§ 7.3.5 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 receipt of a Construction Change Directive, 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.

§ 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.

§ 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.

§ 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 Architect 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 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 The Contract Time and Contract Sum shall be equitably adjusted if the Contractor is delayed at any time in the commencement or progress of the Work that are attributable to one or more of the following Impacts: 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; (5) by other causes that the Contractor asserts, and the Architect determines, justify delay; (6) disruptions in labor or materials resulting from a health crisis regardless of whether an infectious disease, epidemic, pandemic or isolated to areas from which such labor and materials are supplied; (7) by adverse government actions, including but not limited to tariffs and embargoes; and/or (8) by any Act of God rendering performance of the Contract impossible or impractical. Any time gained by the Contractor on the Project Schedule shall not be offset against any delays as described herein. Any adjustments to the Contract Sum shall be made via Change Order.

§ 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.

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.

§ 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.

§ 9.3.2 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 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.

§ 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 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 seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven 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 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 provided for in the Contract Documents.

§ 9.8 Substantial 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 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, 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.

§ 9.9 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 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.

§ 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
- .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.

(Paragraph deleted)

§ 10.2.2 To the extent Contractor has increased costs arising out of taking reasonable precautions resulting from a health crisis, regardless of whether an infectious disease, epidemic, pandemic or isolated to areas from which such labor and materials are supplied, the Contract Sum shall be equitably adjusted by Change Order.

§ 10.2.3 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.

§ 10.2.4 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.

§ 10.2.5 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.

§ 10.2.6 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.

§ 10.2.7 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.

Init.

(Paragraphs deleted)

§ 10.2.8 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.

§ 10.2.9 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 knowingly 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 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, and knowingly continues to work in the presence of a hazardous material, 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.

Init.

§ 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, as described in the Agreement or elsewhere in the Contract Documents. 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 shall be named as an additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 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.

§ 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.

§ 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 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 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.

§ 11.2 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 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 all rights against the Contractor, Subcontractors, and Sub-subcontractors 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.

§ 11.2.3 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,

Init.

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 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.

§ 11.3 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 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.

§ 11.3.2 If during the Project construction period the Owner insures properties, real 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, 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 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 Adjustment and Settlement of Insured Loss

§ 11.5.1 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 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.

Init.

§ 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.

§ 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. 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. 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 place where the Project is located, 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.

§ 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.

§ 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. 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.

Init.

§ 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.

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;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 A declaration of a public health crisis, regardless of whether an infectious disease, epidemic, or pandemic;
- .4 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;
- .5 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2; or
- .6 The Owner has directed Contractor to suspend, delay, or interrupt the Construction Phase Work (as outlined in Section 3.3 of the A133) for longer than 30 days, and in the Contractor’s reasonable discretion, the benefit of terminating the Contract outweighs the risk and continued costs of maintaining the Project. In the event of an Owner directed suspension, delay, or interruption under this provision, the Contract Sum and Contract Time shall be adjusted as outlined in Section 14.3.2.

§ 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 all Costs of the Work incurred, and costs incurred by reason of such termination, plus Contractor’s Fee on the Work incurred.

§ 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:

Init.

- .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, 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.

§ 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 all Costs of the Work incurred; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and Contractor's Fee on all the Work incurred.

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 in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

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.

§ 15.1.3 Notice of Claims

§ 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, shall be initiated by notice to the other party 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 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.

§ 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 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, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 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.

§ 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 litigation.

§ 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 or pursue binding dispute resolution proceedings 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.

§ 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 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, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 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.

§ 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 The parties shall share the mediator's fee and any filing fees equally. 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.

§ 15.4 Intentionally Omitted

(Paragraphs deleted)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:14:01 ET on 08/29/2024.

PAGE 1

Valley City Public Works Service Center
1416 Main Street East
Valley City, ND 58072

...

(Name, legal status (Name and address))

City of Valley City
254 2nd Avenue Northeast
Valley City, ND 58072

...

(Name, legal status (Name and address))

Engineers-Architects, P.C.
112 Roberts St. North, Suite 300
Fargo, ND 58102

PAGE 10

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. For any Work requiring the Contractor to procure or furnish design services to satisfy the Contract Documents for the Work, the design services shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which these services are performed.

PAGE 11

The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

PAGE 12

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM-2013, Project Building Information Modeling Protocol Form, 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.

PAGE 15

§ 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 Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except 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. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything to the contrary, Contractor warrants that professional services, if any, will be provided pursuant to the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the services are to be performed.

...

§ 3.7.3 It is not the Contractor’s responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, building codes, and 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.

PAGE 16

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work and with reasonable promptness.

§ 3.8.4 As of the date of this Agreement, certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic and material availability fluctuation during the performance of this Agreement that may impact price, availability, and delivery timeframes. The parties agree this risk shall be borne by the Owner and agree to include an Escalation, Inflation, and Supply Chain Allowance within the GMP for such costs.

...

§ 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 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. Intentionally Omitted

PAGE 17

§ 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, and the Architect reviews submittals within the reasonable time frame, 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.

PAGE 20

§ 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 so as to avoid a delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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.

PAGE 25

§ 8.3.1 ~~If~~ The Contract Time and Contract Sum shall be equitably adjusted if the Contractor is delayed at any time in the commencement or progress of the Work that are attributable to one or more of the following Impacts: 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 delay; (6) disruptions in labor or materials resulting from a health crisis regardless of whether an infectious disease, epidemic, pandemic or isolated to areas from which such labor and materials are supplied; (7) by adverse government actions, including but not limited to tariffs and embargoes; and/or (8) by any Act of God rendering performance of the Contract impossible or impractical. Any time gained by the Contractor on the Project Schedule shall not be offset against any delays as described herein. Any adjustments to the Contract Sum shall be made via Change Order.

PAGE 30

§ 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.~~

§ 10.2.2 To the extent Contractor has increased costs arising out of taking reasonable precautions resulting from a health crisis, regardless of whether an infectious disease, epidemic, pandemic or isolated to areas from which such labor and materials are supplied, the Contract Sum shall be equitably adjusted by Change Order.

§ 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. 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.~~

§ 10.2.4 ~~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. 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.~~

§ 10.2.5 ~~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. 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.~~

~~§ 10.2.6 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. 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.~~

~~§ 10.2.7 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. 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.~~

~~§ 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.~~

~~§ 10.2.8 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.~~

~~§ 10.2.9 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.~~

~~§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor knowingly 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.~~

~~PAGE 31~~

~~§ 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, and knowingly continues to work in the presence of a hazardous material, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~

~~PAGE 32~~

~~§ 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 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~~ Owner shall be named as ~~additional insureds~~ an additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

PAGE 33

§ 11.3.2 If during the Project construction period the Owner insures properties, real 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.

PAGE 36

- ~~.3~~ .3 A declaration of a public health crisis, regardless of whether an infectious disease, epidemic, or pandemic;
- ~~.4~~ .4 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~~ .5 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2; Section 2.2; or
- ~~.6~~ .6 The Owner has directed Contractor to suspend, delay, or interrupt the Construction Phase Work (as outlined in Section 3.3 of the A133) for longer than 30 days, and in the Contractor's reasonable discretion, the benefit of terminating the Contract outweighs the risk and continued costs of maintaining the Project. In the event of an Owner directed suspension, delay, or interruption under this provision, the Contract Sum and Contract Time shall be adjusted as outlined in Section 14.3.2.

...

§ 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,~~ all Costs of the Work incurred, and costs incurred by reason of such ~~termination.~~ termination, plus Contractor's Fee on the Work incurred.

PAGE 37

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for ~~Work properly executed;~~ all Costs of the Work incurred; 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.~~ Contractor's Fee on all the Work incurred.

PAGE 39

§ 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.~~ litigation.

PAGE 40

§ 15.4 Arbitration Intentionally Omitted

§ 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.~~

~~§ 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.~~

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 15:14:01 ET on 08/29/2024 under Order No. 2114423841 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Certificate Of Completion

Envelope Id: 2ABA34F7DECD43D187A39BAC90040B3C	Status: Completed
Subject: City of Valley City - Valley City Public Works Service Center	
Source Envelope:	
Document Pages: 119	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Taylor Seely
Time Zone: (UTC-06:00) Central Time (US & Canada)	2737 Fairview Ave N
	St Paul, MN 55113-1307
	taylor.seely@mcgough.com
	IP Address: 50.224.199.242

Record Tracking

Status: Original	Holder: Taylor Seely	Location: DocuSign
8/29/2024 2:12:47 PM	taylor.seely@mcgough.com	

Signer Events

Jessi Wagner
jessi.wagner@mcgough.com
Sr. Director & Sr. Associate General Counsel
Sr. Director & Sr. Associate General Counsel
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

A687596021E94A3...
Signature Adoption: Pre-selected Style
Using IP Address: 174.229.177.89
Signed using mobile

Timestamp

Sent: 8/29/2024 2:21:42 PM
Viewed: 8/29/2024 5:10:14 PM
Signed: 8/29/2024 5:10:26 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Ellie Wood
ellie.wood@mcgough.com
Risk Analyst
McGough Construction
Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/29/2024 5:10:28 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cathy Cleveland
cathy.cleveland@mcgough.com
Contract Administrator
McGough Construction
Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/29/2024 5:10:30 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	8/29/2024 2:21:42 PM
Certified Delivered	Security Checked	8/29/2024 5:10:14 PM
Signing Complete	Security Checked	8/29/2024 5:10:26 PM
Completed	Security Checked	8/29/2024 5:10:30 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Certificate Of Completion

Envelope Id: 9D979B9EC1304B518FD9798FBEDF2E92	Status: Completed
Subject: Complete with DocuSign: A133_City of Valley City_Valley City Public Works Service Center_Owner ...	
Source Envelope:	
Document Pages: 121	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Laura Kirchoff
Time Zone: (UTC-06:00) Central Time (US & Canada)	2737 Fairview Ave N
	St Paul, MN 55113-1307
	LKirchoff@mcgough.com
	IP Address: 50.224.199.242

Record Tracking

Status: Original	Holder: Laura Kirchoff	Location: DocuSign
9/3/2024 9:58:59 AM	LKirchoff@mcgough.com	

Signer Events

Dave Carlsrud
 dcarlsrud@valleycity.us
 Mayor
 City of Valley City
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 F66C643AD63F46E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 165.234.248.136

Timestamp

Sent: 9/3/2024 10:05:05 AM
 Viewed: 9/3/2024 2:00:26 PM
 Signed: 9/3/2024 2:00:44 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/3/2024 2:00:25 PM
 ID: 36b2f677-cb64-4c87-a73f-361002e6c265

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Spencer Hilde
 spencer.hilde@mcgough.com
 General Manager
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/3/2024 2:00:52 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/11/2024 3:46:22 PM
 ID: 80b15aee-a6f0-45d7-b38d-d08796ef9dd5

Oliver Finneman
 oliver.finneman@mcgough.com
 Project Manager
 McGough
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/3/2024 2:00:53 PM
 Viewed: 9/3/2024 2:13:59 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Brady Snell brady.snell@mcgough.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/3/2024 2:00:54 PM Viewed: 9/3/2024 2:02:18 PM
Thomas Dahl thomas.dahl@mcgough.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/16/2024 12:59:39 PM ID: 4323a78f-bb99-4744-92fa-127dc924eb2e	COPIED	Sent: 9/3/2024 2:00:55 PM
Gwen Crawford gcrawford@valleycity.us City Administrator Gwen Crawford Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/3/2024 2:00:56 PM Viewed: 9/3/2024 2:01:44 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/3/2024 10:05:05 AM
Certified Delivered	Security Checked	9/3/2024 2:00:26 PM
Signing Complete	Security Checked	9/3/2024 2:00:44 PM
Completed	Security Checked	9/3/2024 2:00:56 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, McGough Construction (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact McGough Construction:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: help.desk@mcgough.com

To advise McGough Construction of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at help.desk@mcgough.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from McGough Construction

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to help.desk@mcgough.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with McGough Construction

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to help.desk@mcgough.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify McGough Construction as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by McGough Construction during the course of your relationship with McGough Construction.