



REGULAR COUNCIL AGENDA

Council Chambers – 1300 First Street

July 19, 2023 at 6:00 PM

1. **FLAG SALUTE - PLEDGE OF ALLEGIANCE**
2. **COUNCIL WORKSHOP TO DISCUSS CONTRACT TO BUILD NEW FACILITY**
3. **CALL TO ORDER - ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENTS**
6. **CONSENT AGENDA**
 - A. Claims Vouchers
 - B. Meeting Minutes - June 21, 2019 Council Workshop & Meeting and June 29, 2023 Workshop
7. **COMMITTEE REPORTS**
8. **CITY OFFICIAL REPORTS**
 - A. Police Chief Report
9. **MAYOR'S REPORT**
10. **NEW BUSINESS**
 - A. Public Defender Agreement
 - B. Resolution 2023-07 Small & Attractive Asset Policy
 - C. Notary Public Fees
 - D. Construction Agreement for New Facility
 - E. Proposed Street Repairs
11. **COUNCIL COMMENTS**
12. **PUBLIC COMMENTS**

Public comments may be made in-person during the meeting. If unable to attend, please submit comments to jpope@cosmopoliswa.gov by noon on meeting day.

If you are unable to attend the meeting in person, you may join with the following Zoom Information

Webinar ID: 823 3546 5947
Passcode: 376871
Phone Number: (253) 215-8782



SPECIAL MEETING MINUTES
Council Chambers – 1300 First Street
June 29, 2023 at 6:00 PM

1. FLAG SALUTE - PLEDGE OF ALLEGIANCE

2. CALL TO ORDER - ROLL CALL

PRESENT

- Councilmember Candice Makos
- Councilmember Stana Carlisle
- Councilmember Jim Ancich
- Councilmember Raymond Robinson
- Councilmember Miles Wenzel

3. APPROVAL OF AGENDA

Motion made by Councilmember Carlisle to approve the agenda, Seconded by Councilmember Ancich.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

4. PUBLIC COMMENTS

There were no public comments

5. NEW BUSINESS

A. Fire & EMS Contract with City of Aberdeen

Motion made by Councilmember Makos to approve the Fire & EMS Contracts with the City of Aberdeen, Seconded by Councilmember Robinson.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

B. Bids for Demolition of Police Department Building

Administrator Raines stated he would like to hold off on the bids until he hears back from Grays Harbor County. They may be interested in the building.

Motion made by Councilmember Ancich to approve the lowest bid contingent upon Grays Harbor County's decision, Seconded by Councilmember Makos.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

Motion made by Councilmember Ancich to reconsider the previous motion, Seconded by Councilmember Wenzel.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

C. Bid Acceptance for New Municipal Facility

Administrator Raines stated that the only bid with value added engineering, we are still short \$32,000 and does not account for any contingency. We do not have the funds in the General Fund to cover the contingency or pay back funds already paid if we scrap the building., We could also do a new design with additional architecture and engineering costs.

Motion made by Councilmember Wenzel to table, Seconded by Councilmember Carlisle.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

D. Temporary Change to City Hall Schedule

Administrator Raines discussed a temporary 4 day week at City Hall to save funds. Director Pope stated it would save approximately \$200 per month.

No motion was made.

6. COUNCIL COMMENTS

Councilmember Makos stated she would like to donate her pay back to the City.

7. PUBLIC COMMENTS

Ashley Arcangel thanked the Council for looking at things as a whole and how it affects the citizens.



REGULAR COUNCIL MINUTES

Council Chambers – 1300 First Street

June 21, 2023 at 6:00 PM

1. WORKSHOP - EMS Fee Increase & Contract with Aberdeen for Fire & EMS Services

There was a discussion regarding the EMS rates that is charged by the City of Aberdeen. Mayor Pauley stated that we have charged the citizens a lower amount than what the City is paying. Director Pope stated we charge our citizens \$18.00 per month and we are being billed \$27.96 per month. Councilmember Wenzel stated that we need to address the difference due to budget shortfalls from the mill closure. Fire Chief Falley stated they have been in discussions with Aberdeen regarding the EMS and Fire contracts with Aberdeen that expire on June 30th. The agreements have not been finalized at this point.

2. FLAG SALUTE - PLEDGE OF ALLEGIANCE

3. CALL TO ORDER - ROLL CALL

PRESENT

- Councilmember Candice Makos
- Councilmember Stana Carlisle
- Councilmember Jim Ancich
- Councilmember Raymond Robinson
- Councilmember Miles Wenzel

4. APPROVAL OF AGENDA

Motion made by Councilmember Carlisle to approve the agenda, Seconded by Councilmember Makos.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

5. PRESENTATION - Hoquiam Police Chief Joe Strong

Hoquiam Fire Chief presented a letter of commendation to Police Chief Layman for his assistance with a child kidnapping call that occurred .

6. PUBLIC HEARING

Administrator Raines gave a PowerPoint presentation regarding the Six-Year Street plan. Director Pope read a written comment from Ashley Arcangel regarding why some of the streets were selected and asked if the additional sidewalks were necessary.

7. PUBLIC COMMENTS

Director Pope read a public comment from Ashley Arcangel . McNall Mason and Steve Davis also gave comments.

8. CONSENT AGENDA

Motion made by Councilmember Ancich to approve the consent agenda, Seconded by Councilmember Robinson.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

9. COMMITTEE REPORTS

Finance Subcommittee - Councilmember Wenzel stated they discussed the budget, EMS fees and EFT Policy.

Public Safety - Councilmember Wenzel stated bunker gear is expiring. They also discussed EMS and Fire Fees. For Police, they discussed the condition of the vehicles.

10. CITY OFFICIAL REPORTS

City Administrator - Administrator Raines gave an update on the municipal building, discussed the Six Year Street Plan, and the Grays Harbor County Emergency Plan.

Finance Director - Director Pope stated she and Deputy Clerk Cheryl Chrt are both notaries now. She completed the EFT Policy as required by the State Auditor's Office and is currently working on the Small and Attractive Asset Policy. We sold the rescue boat for \$6500 and the 2008 Crown Vic sold for \$2800. Both vehicles were sold on GovDeals.

Police Chief - Chief Layman stated the drug take back disposal plan is up and running. He also discussed the Driver and People Search system. He went over the number of calls of service and how many were agency assists.

Fire Chief - Chief Falley stated they have some new volunteers: Shane Bridges, Parker Cotton, Darrell Tevis, and Johnathan Walker. Motion made by Councilmember Wenzel to approve the new members, Seconded by Councilmember Carlisle. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel. Fire Falley would like to apply for two grants: one from FireHouse Subs and the other from Grays Harbor Community Foundation. Motion made by Councilmember Carlisle, Seconded by Councilmember Makos. Voting Yea: Councilmember Makos made a motion to approve applying for both grants, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel.

Public Works Superintendent - Superintendent Nations stated the landscapers are working on Second Street. There has been vandalism at the Lions Park restrooms. There has been a lot of interest in reserving covered areas at the parks. He will be getting with the Parks committee to discuss this. Due to budget issues, Superintendent Nations is not going to be taking his city vehicle home.

11. MAYOR'S REPORT

Mayor Pauley thanked Superintendent Nations. He said a lot of staff have made adjustments to help with the budget. He attended the Cosmopolis Field Day at the school. He had a citizen contact him regarding people mowing their yards and blowing the clippings into the street. He asked that everyone please keep the clipping out of the streets and sidewalks. The City Wide Garage Sale is on July 1st. There will be a special meeting on June 29th at 6 p.m.

12. EXECUTIVE SESSION - per RCW 42.30.110(1)(c) To consider the minimum price at which real estate will be offered for sale or lease

Mayor Pauley stated the special session will last for 10 minutes to return at 8:19 p.m. It was extended to 8:29 p.m. Regular session resumed at 8:30 p.m.

13. NEW BUSINESS

A. Resolution 2023-04 (EMS Fees)

Motion made by Councilmember Wenzel to approve Resolution 2023-04, Seconded by Councilmember Makos. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

B. Flood Authority Interlocal Agreement

Motion made by Councilmember Carlisle to approve the agreement, Seconded by Councilmember Ancich.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

C. Resolution 2023-05 (SMP 2023 Amendments)

Motion made by Councilmember Ancich to approve Resolution 2023-05, Seconded by Councilmember Carlisle.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

D. Equipment Maintenance Agreement with GH County

Motion made by Councilmember Ancich to approve the Equipment Maintenance Agreement, Seconded by Councilmember Carlisle.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

E. RCO Parks Maintenance Grant

Motion made by Councilmember Carlisle to approve applying for the RCO grant, Seconded by Councilmember Ancich.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

F. Resolution 2023-06 (Six Year Street Plan)

Motion made by Councilmember Carlisle to approve Resolution 2023-06, Seconded by Councilmember Ancich.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

14. COUNCIL COMMENTS

No comments

15. PUBLIC COMMENTS

Joseph Gebauer - Joe showed us the medals he won at the Special Olympics this year. They were all from swimming.

Linda Springer - Linda discussed upcoming events at Highland Park. She also discussed how to set up a reservation system for the covered areas of the park and possible rent fees. There will be three covered areas when the new one is completed at Lions Park.

Ashley Arcangel - Director Pope read her written comment.



COSMOPOLIS POLICE DEPARTMENT

PO Box 478 / 1312 First Street Cosmopolis, WA. 98537
Heath Layman, Chief of Police

Council Report 07/20/2023

We have now received a new supply of Narcan. With the increasing number of narcotics overdoses this year, we were down to one box. Now that our new supply has arrived, each patrol vehicle and officer will be equipped and prepared for future overdose calls.

The department is in the process of getting signed up with the Western States Information Network (WSIN). WSIN provides criminal intelligence information, and case and event de-confliction for law enforcement investigations being conducted in Alaska, California, Hawaii, Oregon, and Washington. This is a free program and will be used by most agencies in the county to receive more information, including criminal history, about subjects that our officers contact.

An Amber Alert procedure and process has been put into place at our agency this month and our officers will be going through training for this process. Having this procedure in place will make sure our officers are able to take the proper steps in the event that an Amber Alert activation is warranted.

Officers have been working with the community members to get parking issues resolved and derelict vehicles off the residential streets. Citizens have been giving a positive response and assisting where they can.

The 4th of July went very well. The community appeared to enjoy gatherings and setting off fireworks. Citizens were contacted to confirm their fireworks were in compliance with the city ordinance. There were no injuries or damage reported and fireworks seemed to be shut down prior to midnight.

We are very happy to announce that Nick Bailey will be graduating from the police academy on July 27th. He will immediately start his field training and be put on solo patrol when training is completed. He is looking forward to serving our community and we are looking forward to being fully staffed.

We had 142 calls for service between 06/20/23 and 07/17/2023.

Respectfully submitted,

Ryan Miskell, Deputy Chief

"A Community Partnership"

**CITY OF COSMOPOLIS
AGREEMENT FOR PUBLIC DEFENSE SERVICES**

THIS AGREEMENT is made this _____ day of July, 2023, between the CITY OF COSMOPOLIS, a municipal corporation, hereinafter referred to as the “City,” and SOUND DEFENDERS (TASCHNER & ASSOCIATES, PLLC), hereinafter referred to as the “ Public Defender”, for the purpose of providing the public defense services to indigent persons charged with criminal offenses in the Cosmopolis Municipal Court.

1. MUNICIPAL COURT ESTABLISHED. Pursuant to the provisions of Chapter 3.50 of the Revised Code of Washington and the Cosmopolis Municipal Code, the City has established the Municipal Court of the City of Cosmopolis. Such Court has jurisdiction and shall exercise all powers declared and authorized by said statutes and ordinances to be vested in municipal courts, together with such other powers and jurisdiction as are generally conferred upon such courts in the State of Washington, either by common law or by express statute or ordinance.

2. DESCRIPTION OF SERVICES. Public Defender agrees to provide public defense services to persons who are charged with a criminal offense in the Cosmopolis Municipal Court and have been found to be indigent according to the standards for determining indigency established by Washington State law and court rule. Public Defender, and every attorney performing public defense services under this Agreement shall certify quarterly with the Cosmopolis Municipal Court on the form established for this purpose that he/she is in compliance with Washington Supreme Court Order No. 25700-A and CrRLJ 3.1(d)(4). The caseload of Public Defender shall not exceed the number of misdemeanor cases established by the Washington State Supreme Court, taking into account any “weighting system” adopted by the Cosmopolis Municipal Court, if any. Public Defender shall be appointed by the Cosmopolis Municipal Court to no more than fifty (50) cases for the period of July, 2023 through December, 2023, and no more than fifty (50) cases for the period of January 1, 2024 through December 31, 2024.

3. COMPENSATION. As compensation for public defense services provided herein, the City agrees to compensate Public Defender in the amount of \$1,450.00 per month. The parties agree that cases appointed to Public Defender in excess of the caseload of fifty (50) cases described in Section 2., above, shall be compensated at \$348.00 per case. Administrative costs associated with providing legal representation under this Agreement are included in the compensation paid to Public Defender. These administrative costs include costs necessarily incurred in the day-to-day performance of the public defense services, such as postage, telephone costs, routine supplies, secretarial and other staff costs. This compensation does not include reasonable compensation for expert witnesses necessary to preparation and/or presentation of a defense case, which shall be provided by the court upon granting of an ex parte motion. In the event of a conflict of interest, Public Defender shall *not* be required to compensate a new substitute attorney out of his own funds.

4. HOURS AND DATES OF COURT. Court shall generally be scheduled on the third Thursday of each calendar month, beginning at 1:00 p.m., and ending when all cases on the docket have been heard. Trials shall generally be scheduled on other days in accordance with the court’s schedule and the schedules of the parties.

5. ASSIGNMENT AND SUB-CONTRACTING. This Agreement shall not be assigned and Public Defender shall not sub-contract with another attorney or firm to provide legal representation under this Agreement.

6. NON-DISCRIMINATION. Neither Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, color, religion, national origin, age, marital status, gender, sexual orientation or disability, discriminate against any person in their hiring practices or in their representation of clients. Public Defender shall comply with all federal, state and local non-discrimination requirements.

7. MODIFICATION. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.

8. LICENSING. Public Defender agrees to comply with all applicable state or municipal standards for licensing, certification, and accreditation, if any, necessary for service as a Public Defender.

9. ADMINISTRATION. The city official responsible for administering this agreement shall be the Cosmopolis City Administrator.

10. TERM. Notwithstanding the date of execution hereof, the term of this agreement shall commence on the date signed by the parties and shall terminate on December 31, 2024, unless otherwise amended by agreement between the parties, or terminated pursuant to Section 12., Termination, below. Public Defender shall continue to represent all Defendants for which he/she was appointed during the term of this agreement until resolution of their cases.

11. INDEMNIFICATION. Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employers, and representatives from and against any and all claims, costs, judgments, losses, or suits, including Attorney's fees or awards, arising out of or in connection with any willful misconduct or negligent error, or omissions of Public Defender, his employees or agents.

12. TERMINATION. This Agreement may be terminated for cause, for violation of any material term of this Agreement. "Material term" shall include the failure of Public Defender to render adequate representation to client, the willful disregard of the rights and best interests of clients. "Material term" shall also include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, and a finding that the license to practice law of Public Defender has been suspended or revoked. This Agreement may also be terminated by mutual agreement of the parties, in writing, at any time.

13. ENTIRE AGREEMENT. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal agreements of any officer or other representative of the City, and such statements shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

THE CITY OF COSMOPOLIS

PUBLIC DEFENDER

By _____
KYLE PAULEY – Mayor

SEAN TASCHNER, Managing
Attorney – SOUND DEFENDERS

CITY OF COSMOPOLIS
RESOLUTION NO. 2023-07

A **RESOLUTION** adopting a “Small and Attractive Asset Policy” for the City of Cosmopolis.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COSMOPOLIS, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:

SECTION 1. The attached “Small and Attractive Asset Policy,” is hereby adopted by reference in its entirety.

PASSED AND APPROVED this 19th day of July, 2023.

Kyle Pauley -- Mayor

Attest:

Julie Pope – Finance Director

CITY OF COSMOPOLIS

SMALL & ATTRACTIVE ASSET POLICY

The following policies and procedures document a small and attractive system designed to ensure controls over items that might not be noticed immediately after their disappearance.

PURPOSE

The intent of this policy is to obtain accountability over items that do not meet the criteria of a fixed asset. It is the policy of the City to maintain accountability of all tangible items that may have the likelihood of disappearing without being noticed. The departments shall maintain records to be verified by a physical inventory at least once a year and provide such lists to the Finance Director for monitoring differences.

1. A small and attractive asset system gathers information allowing investigation of items missing that would otherwise not be noticed.
2. Small and attractive assets are defined as easily moveable, desirable items with a unit cost of \$300 to \$4,999.99 and have a life expectancy of more than one year or any item as requested by the City Administrator or Mayor.

RESPONSIBILITY OF DEPARTMENT HEADS

Each department head will prepare an annual list of their small and attractive assets. This list will be provided to the Finance Director by January 31st of each year.

Each department head will notify the Finance Director of any additions, deletions, transfers, or modifications. Deletions from inventory should include items that were scrapped, disappeared, stolen, or damaged beyond salvage.

After adjustments are made, the final list will be signed by the Department Head and City Administrator.

ASSET IDENTIFICATION

The Asset listing will contain the serial number, model number and other identifying information. All assets will be assigned a unique identification number. The City's asset identification numbers are assigned by the Finance department for uniformity.

PROCEDURES

ADDITIONS

When an asset is acquired, the item will be added to the Small and Attractive list and given an identification number. The Department Head purchasing the asset should notify the Finance Director in order to update the database.

DELETIONS

Deletions may be required due to a sale of the asset, scrapping, mysterious disappearance (lost or stolen), or involuntary conversion (fire, flood, etc.)

The Department Head controlling the item is the only one in position to trigger removal from their list.

Items disappearing mysteriously may require additional reports to the police department, City Administrator, Mayor, and Insurance Company. Deletions brought about as a result of natural disasters would require reporting to the insurance provider for an eventual reimbursement claim.

TRANSFERS

Occasional transfers of property between departments or funds will occur. The original controlling department/fund is accountable for all items and for initiating a notice of transfer.

Interdepartmental transfers involving a proprietary fund (i.e. Water/Sewer, Stormwater, etc.) need to have a transfer of money. The sale price will be fair market value, which may result in a gain or loss on sale of an asset.

Interdepartmental transfers or intergovernmental transfers do not require the city to declare the item surplus or to do a public notice. All transfers require Council approval.

LOST OR STOLEN ASSETS

When an item has mysteriously disappeared and all efforts have failed to recover it, the controlling department shall notify the Finance Director by email. The Finance Director will send a copy to the City Administrator and Mayor, file a police report, and report it to the insurance company if necessary. The asset database will be updated accordingly.

DONATED ASSETS

Assets are sometimes donated to the City and should be added to the list of small and attractive assets if valued under \$5,000. If the donation is cash to be used in conjunction with the construction of a specific asset, the donation is reported as revenue in governmental funds; in proprietary funds, such donations are treated as contributed capital. **Donations to Fire Dept.**

SALE AND DISPOSAL OF ASSETS

The sale of surplus assets is to be approved by the City Council.

INVENTORY

The Finance Department will distribute a list of assets, by department to be used as an inventory worksheet. To provide the best possible controls, the department heads responsible for the assets should not be the ones doing the physical inventory. They should assign an employee from their staff or obtain an independent person from the Finance Department. The Department Head will do a reconciliation of the reports before signing and turning it in to the Finance Director. The City Administrator will randomly verify each department's asset listing.

Assets not included in the inventory sheet but physically located will be assigned a City identification number by the Finance Department and will be added to the inventory sheets. All items lacking an identification tag will be tagged.

All items (less than \$5,000 value) that are sensitive or attractive will be listed separately from all land, machinery and equipment, buildings and improvements with an original value of \$5,000.

Departments will inventory these items with a value of \$5,000 or more on a separate inventory sheet to be tracked as part of the Fixed Asset Policy and Procedures.



CITY OF COSMOPOLIS ASSET DISPOSAL FORM

ASSET DESCRIPTION: _____

ID: _____ MAKE/MODEL: _____ SERIAL #: _____

REASON FOR DISPOSAL: _____

TRANSFERRED TO: _____

MEANS OF DISPOSAL:

SALE SCRAPPED AUCTION THEFT DONATION TRANSFERRED

I hereby certify that the property shall be disposed of or sold in the manner stated above.

Department Head

Date

City Administrator

Date

**CITY OF COSMOPOLIS
RESOLUTION NO. 2023-08**

A RESOLUTION setting fees for notarial acts performed by city employees.

WHEREAS, Washington Administrative Code Section 308-30-220 establishes the maximum fees that a notary public may charge for notarial acts; and

WHEREAS, the City of Cosmopolis has one or more employees who have obtained a notary public commission and are able to perform notarial services for members of the public, NOW THEREFORE,

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COSMOPOLIS, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:

SECTION 1. The fees which shall be charged for notarial acts performed by a City Employee for a member of the public shall be:

Witnessing or attesting a signature	\$10.00
Taking an acknowledgement or a Verification upon oath or affirmation	\$10.00
Certifying or attesting a copy	\$10.00
Administering an oath or affirmation	\$10.00
Certifying that an event has occurred or an act has been performed	\$10.00

PASSED AND APPROVED this 19th day of July, 2023.

Kyle Pauley -- Mayor

Attest:

Julie Pope – Finance Director

AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Seventeenth day of July in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

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

City of Cosmopolis
1300 1st Street
Cosmopolis, WA 98537

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

Rognlin's, Inc.
PO Box 307
Aberdeen, WA 98520

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

New Municipal Building
Cosmopolis, Washington

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

Harbor Architects LLC
345 W. Wishkah Street
Aberdeen, WA 98520

The Owner and Contractor agree as follows.

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

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

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENT**
- 5 DISPUTE RESOLUTION**
- 6 ENUMERATION OF CONTRACT DOCUMENTS**
- 7 GENERAL PROVISIONS**
- 8 OWNER**
- 9 CONTRACTOR**
- 10 ARCHITECT**
- 11 SUBCONTRACTORS**
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 13 CHANGES IN THE WORK**
- 14 TIME**
- 15 PAYMENTS AND COMPLETION**
- 16 PROTECTION OF PERSONS AND PROPERTY**
- 17 INSURANCE AND BONDS**
- 18 CORRECTION OF WORK**
- 19 MISCELLANEOUS PROVISIONS**
- 20 TERMINATION OF THE CONTRACT**
- 21 CLAIMS AND DISPUTES**

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

The date of this Agreement.

Init.

/

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

Established as follows:

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

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

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

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

(Check the appropriate box and complete the necessary information.)

Not later than Three Hundred Sixty-Five (365) calendar days from the date of commencement of the Work.

By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Dollars and Zero Cents (\$ 2,915,000.00), subject to additions and deductions as provided in the Contract Documents.

(Paragraphs Deleted)

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Driven Piles, as defined in the Project Manual and shown on the Drawings	each	\$895.00
Replace existing deteriorated roof sheathing, as defined in the Project Manual and shown on the Drawings	square foot	\$29.50

(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

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

See Project Manual, Section 00 73 00, Supplementary Conditions, Item 2

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the date fixed above, payment 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.)

(Paragraphs Deleted)

§ 4.1.5 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.)

%

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
.2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- [X] Arbitration pursuant to Section 21.6 of this Agreement
[] Litigation in a court of competent jurisdiction
[] Other (Specify)

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

(Paragraphs Deleted)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Table with 4 columns: Document, Title, Date, Pages. Row 1: Section 00 73 00, Supplementary Conditions, March 24, 2023, 6

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

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See attached Table of Contents

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See attached Drawing Index

Number	Title	Date
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§ 6.1.6 The Addenda, if any:

Number	Date	Pages
One	05/10/23	3
Two	05/15/23	1
Three	05/17/23	250
Four	05/22/23	50

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Other Exhibits:
(Check all boxes that apply.)

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

(Table Deleted)

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

Bid Form and attachments, dated 05/24/23

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. 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. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 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 between any persons or entities other than the Owner and the Contractor.

§ 7.3 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.

§ 7.4 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.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 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 will 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.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, 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 this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 7.6 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.

§ 7.7 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.

§ 7.8 Severability

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.

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§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, 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 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.)

§ 7.9.2 Notice of Claims 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.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor’s Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration 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 and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the 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 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 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.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner’s Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the 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 is 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.

§ 8.3 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 any 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 15.4.3, 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 the Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. 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 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 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.

§ 9.1.2 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 8.1.2, 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.

§ 9.1.3 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.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 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, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 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.

§ 9.3 Labor and Materials

§ 9.3.1 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.

§ 9.3.2 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 skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

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

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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 under normal usage. All other 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 15.6.3.

§ 9.5 Taxes

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

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as 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.

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

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor’s costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor’s Construction Schedules

§ 9.8.1 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 not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor’s construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information

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provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect’s review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor’s Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 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.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

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 material from and about the Project.

§ 9.13 Access to Work

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

§ 9.14 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.

§ 9.15 Indemnification

§ 9.15.1 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 which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 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, unless otherwise modified in writing in accordance with other provisions of the Contract.

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§ 10.2 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.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction 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 safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents.

§ 10.4 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.

§ 10.5 Based on the Architect’s evaluations of the Work and 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.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 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.

§ 10.8 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 will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 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 Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor’s list of Subcontractors and suppliers. 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents,

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and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 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.

§ 12.2 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 activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. 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.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control; or (3) 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, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price 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 of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

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§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 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 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. 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.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor’s Fee.

§ 15.3.3 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 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 other encumbrances adverse to the Owner’s interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect’s reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluations 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 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.

§ 15.4.3 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 15.4.2 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 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is

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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 9.2.2, 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.

§ 15.4.4 When either party disputes the Architect’s decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 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.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 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.

§ 15.5.4 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.

§ 15.6 Substantial Completion

§ 15.6.1 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.

§ 15.6.2 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.

§ 15.6.3 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. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which 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.

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§ 15.6.4 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.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 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 and, 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 stated in Section 15.7.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien 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 such lien, including costs and reasonable attorneys’ fees.

§ 15.7.3 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.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or 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 the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 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. 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.

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3. 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 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 9.15.

§ 16.2 Hazardous Materials and Substances

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

§ 16.2.2 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 16.2.1 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.

§ 16.2.3 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 indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 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 this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

See Project Manual, Section 00 73 00, Supplementary Conditions

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) each occurrence, Five Million Dollars and Zero Cents (\$ 5000000.00) general aggregate, and One Million Dollars and Zero Cents (\$ 1000000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower

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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.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1000000.00) each accident, One Million Dollars and Zero Cents (\$ 1000000.00) each employee, and One Million Dollars and Zero Cents (\$ 1000000.00) policy limit.

(Paragraphs Deleted)

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of 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 period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 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 this Section 17.1, 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.

§ 17.1.14 Other Insurance Provided by the Contractor

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

Coverage

Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

§ 17.2.2.1 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

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amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 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 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 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 18.4, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the 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.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 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 this 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 17.2.2.7 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.

§ 17.2.2.7.2 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

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rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner’s property insurance 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. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

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

Coverage	Limits
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§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 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.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor’s obligations under Section 9.4, 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 15.6.3, or by terms of an 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.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 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.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the

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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 such assignment.

§ 19.2 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 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. 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.

§ 19.4 The Owner’s representative:

(Name, address, email address and other information)

Darrin Raines

§ 19.5 The Contractor’s representative:

(Name, address, email address and other information)

Katie Snodgrass

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

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days’ notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

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.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days’ notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:
(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner’s convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 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 18.2, shall be initiated by notice to the Architect 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.

§ 21.2.2 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 18.2, shall be initiated by notice to the other party.

§ 21.3 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 in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, 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 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic’s lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

Init.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution 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, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this 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 the Construction Industry Arbitration Rules in effect on the date of this Agreement. 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 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.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, 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).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration 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 a Claim not described in the written Consent.

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

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 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 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

OWNER (Signature)

Kyle Pauley, Mayor

(Printed name and title)

CONTRACTOR (Signature)

Katie Snodgrass, Vice President

(Printed name and title)



Init.

User Notes:

Title	Pages
<u>00 00 00 PROCUREMENT & CONTRACTING REQUIREMENTS</u>	
Approvals	1
00 01 15 Drawing Index	2
00 11 13 Advertisement for Bids	3
00 41 13 Bid Form	3
Subcontractor Submittal – HVAC, Plumbing & Electrical	1
Subcontractor Submittal – Structural Steel and Rebar Installation	1
00 45 19 Non-Collusion Affidavit	1
00 45 20 Certification Regarding Responsibility Matters	1
00 45 21 Certification of Compliance with Wage Payment Statutes	1
Agreement between Owner & Contractor – AIA A104-2017	25
00 73 00 Supplementary Conditions	6
WA State Prevailing Wage Rates – Grays Harbor County	22
Benefit Code Key	15
 <u>01 00 00 GENERAL REQUIREMENTS</u>	
01 11 00 Summary of Work	4
01 22 00 Unit Prices	1
01 23 00 Alternates	2
01 29 00 Payment Procedures	2
01 31 19 Project Meetings	3
01 33 00 Submittals	3
Initial Submittals Checklist	1
Submittal Transmittal	1
01 42 13 Abbreviations & Definitions	6
01 45 23 Testing & Inspection	3
01 45 54 Air Barrier Testing	2
01 50 00 Temporary Facilities	2
01 73 29 Cutting & Patching	3
01 77 00 Contract Closeout	3
Asbestos-Free Materials Certification	1
Project Closeout Submittals Checklist	1
 <u>02 00 00 EXISTING CONDITIONS</u>	
02 41 19 Selective Demolition	2
 <u>03 00 00 CONCRETE</u>	
03 20 00 Concrete Reinforcing	2
03 30 00 Cast-In-Place Concrete	4
 <u>05 00 00 METALS</u>	
05 50 00 Metal Fabrications	2
 <u>06 00 00 WOOD, PLASTICS, & COMPOSITES</u>	
06 10 00 Rough Carpentry	3
06 17 00 Shop-Fabricated Structural Wood	2
06 20 00 Finish Carpentry	3
06 40 00 Architectural Woodwork	2
 <u>07 00 00 THERMAL & MOISTURE PROTECTION</u>	
07 21 00 Building Insulation	3
07 22 00 Roof Insulation	2
07 31 13 Asphalt Shingles	3

07 54 25	TPO Membrane Roofing Assembly	4
07 60 00	Flashing & Sheet Metal	2
07 72 00	Roof Accessories	2
07 92 00	Joint Sealants	3
<u>08 00 00 OPENINGS</u>		
08 11 00	Metal Doors & Frames	2
08 11 16	Aluminum Doors & Frames	2
08 14 00	Wood Doors	2
08 30 00	Special Doors	2
08 51 13	Aluminum Windows	2
08 53 00	Vinyl Windows	2
08 56 59	Service Windows	2
08 70 00	Finish Hardware	9
08 80 00	Glazing	2
08 90 00	Louvers & Vents	2
<u>09 00 00 FINISHES</u>		
09 29 00	Gypsum Board	3
09 51 00	Acoustical Treatment	2
09 65 16	Resilient Sheet Flooring	3
09 68 13	Tile Carpeting	3
09 77 00	Pre-Finished FRP Panels	2
09 90 00	Painting & Coating	5
<u>10 00 00 SPECIALITIES</u>		
10 11 16	Markerboards	1
10 14 00	Identifying Devices	2
10 26 00	Wall Protection Systems	2
10 28 13	Toilet Accessories	2
10 44 13	Fire Extinguishers & Cabinets	2
10 51 00	Lockers & Benches	2
<u>12 00 00 FURNISHINGS</u>		
12 30 00	Manufactured Casework	2
<u>22 00 00 PLUMBING</u>		
22 05 00	Common Work Results for Plumbing	11
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	5
22 05 53	Identification for Plumbing Piping and Equipment	2
22 05 93	Testing, Adjusting, and Balancing for Plumbing	4
22 07 00	Plumbing Insulation	7
22 10 00	Plumbing Piping and Pumps	14
22 13 00	Facility Sanitary Sewerage	3
22 33 00	Domestic Water Heaters	4
<u>23 00 00 HEATING, VENTILATING & AIR CONDITIONING (HVAC)</u>		
23 05 00	Common Work Results for HVAC	8
23 05 29	Hangers and Supports for HVAC Piping and Equipment	4
23 05 48	Vibration and Seismic Controls for HVAC Piping and Equipment	3
23 05 53	Painting and Identification for HVAC Piping, Ducts, and Equipment	1
23 05 93	Testing, Adjusting, and Balancing for HVAC	4
23 07 00	HVAC Insulation	6
23 09 00	Instrumentation and Control for HVAC	5

23 30 00	HVAC Air Distribution	17
23 40 00	HVAC Air Cleaning Devices	2
23 80 00	Decentralized HVAC Equipment	3
23 81 29	Variable Refrigerant Flow HVAC Systems	11
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26 05 00	Common Work Results	11
26 05 19	Low Voltage Cable and Terminations	5
26 05 26	Grounding and Bonding for Electrical Systems	6
26 05 29	Hangers and Supports for Electrical Systems	5
26 05 33	Raceways and Boxes for Electrical Systems	9
26 05 34	Raceways and Boxes for Communications Systems	4
26 05 53	Identification for Electrical System	6
26 05 73	Power Systems Protective Devices Study	5
26 09 23	Lighting Control Systems	16
26 24 16	Panelboards	7
26 27 26	Wiring Devices	6
26 28 16	Disconnects and Switches	6
26 29 13	Motor Control	6
26 32 33	Emergency Engine Generator	16
26 51 00	Interior Lighting	9
26 56 00	Exterior Lighting	5
<u>27 00 00 COMMUNICATIONS</u>		
27 15 00	Data Cabling and Termination System	4
<u>28 00 00 ELECTRONIC SAFETY & SECURITY</u>		
28 31 11	Fire Alarm System	17
<u>31 00 00 EARTHWORK</u>		
31 10 00	Site Clearing	2
31 20 00	Earth Moving	6
31 25 13	Erosion Control	3
31 62 00	Timber Driven Piles	2
<u>32 00 00 EXTERIOR IMPROVEMENTS</u>		
32 12 16	Asphalt Paving	4
32 17 23	Pavement Markings	2
32 31 13	Chain Link Fences & Gates	3
<u>33 00 00 UTILITIES</u>		
33 11 00	Water Utility Distribution	2
33 30 00	Sanitary Sewerage	2
33 40 00	Storm Drainage Utilities	2
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	Hazardous Material Survey, February 27, 2023, NVL Industrial Hygiene Services	41
	Asbestos Building Survey, April 24, 2023, Envirotech Consulting Services	10
	Geotechnical Engineering Report, August 5, 2020, Landau Associates	30
	Structural Calculations, March 24, 2023, PCS Structural Solutions	141

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A001 Project Information, Project Team, Drawing Index, Code Information & Other Information

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Civil

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- C101 Site Demolition & Erosion Control Plan
- C102 Site Grading Plan
- C103 Site Utility Plan
- C104 Bid Alternate Grading & Utility Plans
- C200 Erosion Control Details & Notes
- C201 Site Grading/Storm Details & Notes
- C202 Water/Sewer Utility Details & Notes

Architectural

- A100 Architectural Site Plan & Notes
- A101 Site Details
- A210 Floor Plan, Mechanical Plan, Notes & Interior Wall Schedule
- A211 Enlarged Floor Plans, Details & Notes
- A212 Reflected Ceiling Plans, Roof Plan Details & Notes
- A300 Room Finish Schedule, Interior Elevations & Notes
- A301 Interior Elevations & Notes
- A310 Door & Frame Schedule, Details & Notes
- A320 Window Schedule, Details & Notes
- A400 Exterior Elevations, Details & Notes
- A500 Building Sections
- A501 Building Sections
- A502 Wall Details & Notes
- A503 Entry Column Details

Structural

- S001 General Notes
- S002 General Notes
- S003 General Notes
- S004 General Notes
- S210 Pile & Foundation Plans
- S211 Mezzanine & Roof Framing Plans
- S301 Foundation Details
- S302 Foundation Details
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- S404 Wood Framing Details
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- M210 Main Floor Mechanical Plan
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- M400 Mechanical Controls
- M401 Mechanical Control Sequences

- M500 Mechanical Details
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- M600 Mechanical Equipment Schedules
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- E100 Legend, One Line Diagram
- E110 Site Plan – Electrical
- E210 Main Floor Plan – Lighting
- E310 Main Floor Plan – Electrical
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- P200 Underslab Plumbing Plan
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- A2 First Floor Plan & Roof Framing Plan, Room Finish Schedule
- A3 Exterior Elevations, Cross & Longitudinal Sections
- A4 Exterior Wall & Roof Details
- S1 Survey
- E1 Electrical Site Plan, Schedules, Details
- E2 Lighting Plan, Heat, Receptacle & Power Plan

END, SECTION 00 01 15

To: City Council, City of Cosmopolis

Having carefully examined the Project Manual and Drawings, entitled: 20-03, New Municipal Building, City of Cosmopolis, Cosmopolis, Washington, as well as the premises and conditions affecting the work, the Undersigned states he/she has the means to furnish all labor, material and equipment to perform all the work required by and in strict accordance with the above-named Contract Documents for the following sums:

1. BASE BID

For the Base Bid, as defined in the Project Manual: \$ 2,915,000.00

2. ALTERNATE BIDS

2.1. ALTERNATE NO. ONE

For demolition and remodel work in existing City Hall, as defined in the Project Manual. Add: \$ 34,000.00

2.2. ALTERNATE NO. TWO

For emergency generator and concrete support pad, as defined in the Project Manual. Add: \$ 86,500.00

2.3. ALTERNATE NO. THREE

For parking lot expansion, as defined in the Project Manual. Add: \$ 76,500.00

2.4. ALTERNATE NO. FOUR

For substitution of aluminum frame windows for vinyl, as defined in the Project Manual. Add: \$ 13,000.00

2.5. ALTERNATE NO. FIVE

For chain link fence, gates, and electric operators, as defined in the Project Manual. Add: \$ 38,000.00

3. UNIT PRICES

The Undersigned agrees to perform additional work or to eliminate work called for under the Contract if so requested by the Owner at any time during the period of the Contract for the unit prices set forth herein. Failure to provide unit prices for any of the items listed will render this proposal non-responsive.

Driven Piles, \$ 895.00 /each.
as defined in the Project Manual and shown on the Drawings:

Replace existing deteriorated roof sheathing, \$ 29.50 /SF.
as defined in the Project Manual and shown on the Drawings:

4. EXISTING CONDITIONS

By checking this box, the Undersigned confirms that he/she, and principal subcontractors, have physically inspected the premises and have familiarized themselves with all existing conditions.

5. **NON-COLLUSION AFFIDAVIT**

By checking this box, the Undersigned confirms that he/she has completed Section 00 45 19, NON-COLLUSION AFFIDAVIT and has attached said document to this Bid Form.

6. **SALES TAX**

None of the above prices include state sales tax.

7. **TIME OF COMPLETION**

The Undersigned agrees, if awarded the Contract, to achieve substantial completion of the Work included in Base Bid and Alternates within 365 calendar days after receiving official notice to proceed.

8. **BID GUARANTEE**

Bidders shall be bound by their bids for (30) calendar days following the bid opening.

9. **LIQUIDATED DAMAGES**

The Undersigned acknowledges and agrees to abide by all provisions of Liquidated Damages paragraph, in the Supplementary Conditions. Adjustments to completion time will be granted for adverse weather conditions, transportation interruptions and other situations beyond control of the Contractor

10. **CONTRACT & BONDS**

Should the Undersigned be notified of the acceptance of this Bid within (15) days after the time set for opening bids, he/she agrees to execute a contract for the above Work, for a compensation computed from the above sums, and to furnish performance, payment and maintenance bonds as required by the Contract Documents.

11. **RESPONSIBILITY MATTERS**

The Undersigned understands that he/she will be required to submit the following documents after award of the Contract:

1. Certification Regarding Responsibility Matters.
2. Certification of Compliance with Wage Payment Statutes.

12. **SUBCONTRACTORS**

For any public works contract expected to cost more than \$1M, provide the names of the following subcontractors, as applicable, HVAC/Plumbing/Electrical (see Subcontractor Submittal bound in this Project Manual) and Structural Steel and Rebar Installation (see Subcontractor Submittal bound in this Project Manual). Failure to identify these subcontractors for each category of work renders the bid non-responsive and void.

13. ADDENDA

Receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No. <u>1</u>	Date <u>05/10/23</u>	Addendum No. _____	Date _____
Addendum No. <u>2</u>	Date <u>05/15/23</u>	Addendum No. _____	Date _____
Addendum No. <u>3</u>	Date <u>05/17/23</u>	Addendum No. _____	Date _____
Addendum No. <u>4</u>	Date <u>05/22/23</u>	Addendum No. _____	Date _____

Name of Bidder: Rognlin's, Inc.

By (print name): Katie Snodgrass Title: Vice President

Signature: *Katie Snodgrass* Date: 05/24/2023

Address: 321 W. State Street, Aberdeen, WA 98520

Telephone: 360-532-5220 FAX: 360-532-5761

Email Address: bids@rognlins.com

State of Washington Contractor's License No.: ROGNL**342LF

U.B.I. Number: 141 005 883

END, SECTION 00 41 13

CHANGE ORDER

Date: 17 July, 2023
 Project No: 20-03
 Project Name: New Municipal Building
 City of Cosmopolis
 Cosmopolis, Washington

Rognlin's, Inc.
 321 W State Street
 Aberdeen WA 98520

Change Order Proposal # _____
 Change Order # 001

The following are changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

PR/COP	Description	Price (Deduct)	Reason/Need
COP 1	VE Scope Changes	\$111,822.00	Value Engineering
COP 2	Deferred Sitework Changes	\$92,212.00	Value Engineering

Contractor Proposal:

Contract Price	DEDUCT:	\$204,034.00
Contract Time	ADD:	0 days

Rognlin's, Inc.


 Signature


7/18/2023
 Date

COP not valid until signed by the Owner, Architect and Contractor.

For Architect Use Only	The original Contract Sum was:	\$	2,915,000.00
	Net change by previously authorized Change Orders:	\$	-
	The Contract Sum prior to this change order was:	\$	2,915,000.00
	The Contract Sum will be decreased by this Change Order in the amount of:	\$	(204,034.00)
	The new Contract Sum including this change order will be:	\$	2,710,966.00
	The Contract Time will be Increased by:		0

The date of Substantial Completion as of this Change Order therefore is: TBD

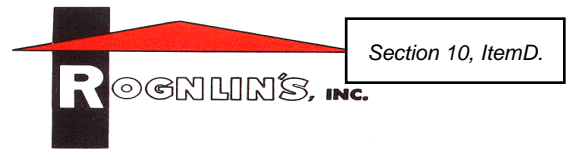
This summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

BY  DATE 7/18/23

Harbor Architects LLC
 345 W Wishkah
 Aberdeen, WA 98520

BY _____ DATE _____

City of Cosmopolis
 1300 1st Street
 Cosmopolis, WA 98537



Change Order Proposal

321 West State Street
 P.O. Box 307
 Aberdeen, WA, 98520-0078
 Phone: (360)-532-5220
 Fax: (360)-532-5761

Project: 20-03R New Municipal Building
Federal Aid Project No.:

Project No.:

Contractor: Rognlin's, Inc
 321 W State St
 Aberdeen, WA 98520

COP #01

Date: 7/13/2023

Purchase Order #

Owner: City of Cosmopolis
 PO Box 2007
 Cosmopolis, WA 98537

Reference: Specification Section(s):	Drawing(s):
--------------------------------------	-------------

Scope of Change Order Value engineering scope changes and reductions per breakdown attached. Owner assumes responsibility for items changed and removed from Contractor's scope. Prepared By: Dave Brenton
--

Scetch Attached	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Critical to Schedule:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Estimated Cost/Credit	<input type="text" value="-111,822"/>	
Time Extension:	<input type="text" value="0"/> Days	
Approved	<input type="checkbox"/>	Disapproved <input type="checkbox"/>
		Resubmit <input type="checkbox"/>

To: Contractor	Date:
Replied By:	Firm / Agency:



321 W State St.
 PO Box 307
 Aberdeen, WA 98520
 Phone: (360)532-5220
 Fax: (360)532-5761

Cosmopolis Municipal Building - Value Engineering Options

City of Cosmopolis
 ATTN: Darren Raines
 PO Box 2007
 Cosmopolis, WA 98537
 (360)532-9230

July 13, 2023

Rognlin's, Inc. is pleased to offer these value engineering proposals for cost saving measures on the Municipal Building project. These cost savings options, if accepted, will constitute a change in scope from the project as described in the bidding documents.

- 06 10 00 - Rough Carpentry**
 - Eliminate Overbuild Framing Detail at Specified Corners: (\$10,220)
 - Delete wall overframing detail at locations shown in value-engineering drawing. This change will be cosmetic only and will not effect building function

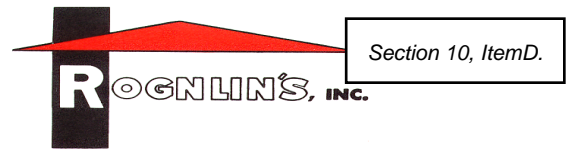
- 06 40 00 - Casework**
 - Commercial-Grade Particle Board Cores (\$5,910)
 - Provide commercial-grade particle board cores and interiors with melamine instead of plywood cores as called out in bidding documents
 - Delete Lower Cabinet in City Clerks 127 (\$2,969)
 - Delete Countertop and Wall Supports in Lobby 101.2 (\$1,199)
 - Delete Countertop and Wall Supports in Hall 116.4 (\$1,391)
 - Delete Cabinets and Countertop in Booking 114 (\$2,943)

- 07 31 13 - Asphalt Shingle Roofing**
 - Provide 40-Year Warranty Shingles (\$2,495)
 - Provide Malarkey Highlander 40-Year shingles in lieu of Malarkey Legacy 50-Year Shingles. This option substitutes a higher quality material for a lower grade building material.

- 07 54 25 - TPO Membrane Roofing Assembly**
 - Delete Densdeck from Roofing Assembly (\$9,000)
 - Please Note:** Approval by Building Official and Fire Marshall may be needed for this change as it will lower the fire resistance rating.

08 53 00 - Vinyl Windows & Glazing Film	
Change Type A Windows to Type B	(\$18,135)
Delete all Type A windows and provide Type B windows instead. Delete the glazing film called out for lower panes of Type A windows	
08 56 59 - Service Windows	
Delete one (1) Service Window	(\$4,000)
09 65 16 - Resilient Sheet Flooring	
Delete Resilient Sheet Flooring and provide Luxury Vinyl Plank Instead	(\$2,500)
This change will not effect function of buidling	
10 00 00 - Specialties	
Please Note: Most of the building components listed below are required for final occupancy. Removing them from the contract means they are now Ower Furnashed Owner Installed	
10 11 16 - Delete Markerboards	(\$2,680)
10 14 00 - Delete Signage	(\$3,180)
10 26 00 - Delete Wall Protection Systems	(\$1,280)
10 28 13 - Delete Toilet Accessories	(\$4,510)
10 44 13 - Delete Fire Protection Specialties	(\$3,160)
10 51 00 - Delete Wardrobe Lockers & Benches	(\$7,340)
10 51 00 - Delete Evidence Lockers	(\$7,110)
22 00 00 - Plumbing	
Delete No-Hub Cast Iron Waste Piping	(\$4,300)
Provide ABS waste piping under building slab in lieu of no-hub cast iron	
23 00 00 - HVAC	
Switch to Mitsubishi Equipment	
Provide Mitsubishi Equipment in lieu of Trane	(\$15,000)
26 00 00 - Electrical	
Value Engineer Light Fixture and Delete Spares	(\$2,500)
Change PL-1 to Truly SOLA-36-40W-30K-U-DI-2-CM10-D, change WL-4 to Truly WPF5-S-L-C-U-D, and delete all lighting and control spares	

TOTAL VALUE ENGINEERING SAVINGS	(\$111,822)
Base Bid Amount	\$2,915,000
NEW CONTRACT AMOUNT	\$2,803,178



Change Order Proposal

321 West State Street
 P.O. Box 307
 Aberdeen, WA, 98520-0078
 Phone: (360)-532-5220
 Fax: (360)-532-5761

Project: 20-03R New Municipal Building
Federal Aid Project No.:

Project No.:

Contractor: Rognlin's, Inc
 321 W State St
 Aberdeen, WA 98520

COP #02

Date: 7/13/2023

Purchase Order #

Owner: City of Cosmopolis
 PO Box 2007
 Cosmopolis, WA 98537

Reference: Specification Section(s): Div. 32	Drawing(s):
--	-------------

Scope of Change Order
 Temporarily delete sitework finishes from contract per breakdown attached. Asphalt, exterior concrete, and pavement markings will be added back into the contract at a later date with another COP.

Prepared By: Dave Brenton

Scetch Attached	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Critical to Schedule:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Estimated Cost/Credit	<input type="text" value="-92,212"/>	
Time Extension:	<input type="text" value="0"/> Days	
Approved	<input type="checkbox"/>	Disapproved <input type="checkbox"/>
		Resubmit <input type="checkbox"/>

To: Contractor	Date:
Replied By:	Firm / Agency:



321 W State St.
 PO Box 307
 Aberdeen, WA 98520
 Phone: (360)532-5220
 Fax: (360)532-5761

Cosmopolis Municipal Building - Deferred Sitework Scope

City of Cosmopolis
 ATTN: Darren Raines
 PO Box 2007
 Cosmopolis, WA 98537
 (360)532-9230

July 13, 2023

Roglin's, Inc. is pleased to offer these credits for deleting sitework finishes from current contract. The Owner should be aware that the scope of work getting credited in this COP is needed for occupancy of the building. It is understood that this scope of work will be deferred until the Owner has funds to cover the cost, at which time these scopes of work will be added back into the contract. A 3% service fee will be added to the cost when these scopes are brought back into the contract to cover the cost of deferrment.

32 12 16 - Asphalt Paving

Delete Asphalt Paving from Contract	(\$24,000)
-------------------------------------	------------

32 16 00 - Exterior Concrete

Delete Sitework Concrete from Contract	(\$58,212)
Includes sidewalks, traffic curbs, curb & gutter, driveways, and brick pavers	

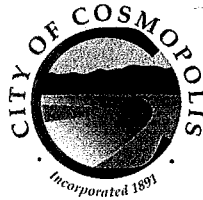
32 17 23 - Pavement Markings

Delete Striping, Wheel Stops, and Exterior Signage	(\$10,000)
--	------------

TOTAL DEFERRED SCOPE CREDIT	(\$92,212)
------------------------------------	-------------------

Previous Contract Amount (if COP #01 is accepted)	\$2,803,178
---	-------------

NEW VE BASE BID AMOUNT	\$2,710,966
-------------------------------	--------------------



To City Council,

I have estimated costs for each paving project on top of asphalt proposals from Lakeside. There is work to be done by the city before paving can be done. I have estimated that we can complete our part of these jobs in a 4-day period each. That is 4 working days for 3 employees. A total of 128 hours per job.

I am asking the city council for their recommendations to which projects they believe needs to be fixed first. I added the paving of 4th street because this was supposed to be done in 2020 and funds were not available. The roadway is in really bad condition and has been for several years. Our deteriorating roadway is infringing on there new asphalt which in turn could lead to much more extensive repairs if we wait much longer. Lakeside has given us a few options and paving prices to combine these jobs. We now need to prioritize these jobs and move forward in fixing these roadways.

Lakeside Proposal

Proposal amount: \$16,750

This amount is to complete both jobs in one day. If we choose to do these separately, there will be another cost of \$2500 for mobilization.

Mill Creek Drive Culvert Repair and repave roadway.

Employee wages: \$4,009.12

Materials cost: \$1,786.00

Estimated Total: \$5,795.12

Alder Drive Roadway Repair and Repave

Employee Wages: \$4,009.12

Materials Cost: \$815

Estimated Total: \$4,824.12

Paving of 4th street by the Cosmopolis School

Lakeside Proposal: \$34,500

There will be no work required by the city to do this job.

Sincerely,

Jeff Nations

Jeff Nations
Public Works Superintendent





Aberdeen Division
 lakesideindustries.com
 2400 Sargent Blvd. / Aberdeen, WA 98520
 ph: 360.533.0610 / fax: 360.533.1772
 Washington Contractor License No. LAKESI*274JD
 Oregon Contractor License No. CCB 108542
 Equal Opportunity Employer

PROPOSAL CONTRACT AGREEMENT

To: City Of Cosmopolis	Contact:
Address: Cosmopolis, WA 98537	Phone:
	Fax:
Project Name: City Of Cosmopolis - 4th Street And Mill Creek	Bid Number:
Project Location: 4th Street, Cosmopolis, WA	Bid Date: 7/18/2023

Item #	Item Description	Total Price
001	Option #1: 4th Street Repave Grind Area To Be Paved (Approx. 200'x34') Dispose Excess Material At Nearby Cosmopolis Dump Site Furnish And Install Hot Mix Asphalt (3" Average Depth)	\$34,500.00
002	Option #2: Mill Creek Drive (Paving Only) Furnish And Install Hot Mix Asphalt (13' X 64' X 3" + Raised Edge)	\$7,500.00
003	Option #3: Both Previous Options Combined	\$40,000.00

Notes:

- Price Excludes: Rock; Base Repair; Utility Adjustments; Sales Tax; Permits; Concrete Panel Removal; Bond; Striping; Traffic Control.
- Subgrades must be firm and unyielding. In the event that we must overexcavate and/or install additional rock, the additional work will be done on a time and materials basis.
- Performance Bond not included in bid price. If required please add 1% to total cost of bid.
- Bid based on approved contract; This proposal to be a part of all contract documents.
- Total price to be based on actual quantity or measurement unless otherwise specified.
- **Lakeside Industries** is not responsible for designed cross slopes of less than 1% that hold water after paving is complete.
- Price based on current petroleum cost. Price escalation to be linked to the WSDOT asphalt binder index.
- **Lakeside Industries Inc.** proposed prices herein assume that **Lakeside Industries Inc.'s** work hereunder will be substantially complete on or before: **9/1/2023**
- Unless Contracting Party has signed and returned this Agreement with in thirty (30) days of the date first stated above, **LAKESIDE INDUSTRIES'** proposal shall be null and void.
- CONTRACTING PARTY'S SIGNATURE ON ONE COPY RETURNED TO **LAKESIDE INDUSTRIES INC.** WILL RENDER THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK. CONTRACTING PARTY'S SIGNATURE ALSO ACKNOWLEDGES RECEIPT OF **LAKESIDE INDUSTRIES INC.** NOTICE TO CUSTOMER' STATEMENT ATTACHED HERETO.
- **Approximate Total (Plus sales tax where applicable)** Total price to be based on actual quantity or measured unless otherwise specified.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Lakeside Industries - Aberdeen</p> <p>Authorized Signature: _____</p> <p>Estimator: John Ross (360) 533-0610 John.Ross@lakesideindustries.com</p>
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PROPOSAL CONTRACT AGREEMENT

To: City Of Cosmopolis	Contact: Jeff Nations
Address: Cosmopolis, WA 98537	Phone:
	Fax:
Project Name: City Of Cosmopolis	Bid Number:
Project Location: Alder Drive And Mill Creek Drive, Cosmopolis, WA	Bid Date: 6/7/2023

Item Description

PAVING ONLY:
 Furnish And Install Hot Mix Asphalt
 Alder Drive (15' X 100' X 3" + Raised Edge)
 Mill Creek Drive (13' X 64' X 3" + Raised Edge)

Total Bid Price: \$16,750.00

- Notes:**
- Price Based on **1** Mobilizations. Additional Mobilizations are \$**2,500** Each.
 - Price Excludes: Layout, Survey, or Engineering; Erosion Control; Utility Location and/or Adjustment; Utility Patching; Traffic Control; Rock or Grading; Insurance Premium over Standard Insurance; Base Repair; Tax; Permits; Bond; Testing; Sawcutting; Curbing; Concrete Protection; Striping.
 - Subgrades must be firm and unyielding. If we must do any grade work prior to paving, it will be done on a time and materials basis.
 - Performance Bond not included in bid price. If required please add 1% to total cost of bid.
 - Bid based on approved contract; This proposal & Lakeside Provisions to be a part of all contract documents.
 - **Lakeside Industries** is not responsible for designed cross slopes of less than 1% that hold water after paving is complete.
 - Price based on current petroleum cost. Price escalation to be linked to the WSDOT/ODOT asphalt binder index.
 - **Lakeside Industries Inc.** proposed prices herein assume that **Lakeside Industries Inc.'s** work hereunder will be substantially complete on or before: **9/1/2023**
 - Unless Contracting Party has signed and returned this Agreement with in thirty (30) days of the date first stated above, **LAKESIDE INDUSTRIES'** proposal shall be null and void.
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 - **Approximate Total (Plus sales tax where applicable)** Total price to be based on actual quantity or measured unless otherwise specified.
 - Working Hours to be Monday through Friday 7:00am - 6:00pm.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Lakeside Industries - Aberdeen</p> <p>Authorized Signature: _____</p> <p>Estimator: John Ross (360) 533-0610 John.Ross@lakesideindustries.com</p>
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