



# REGULAR COUNCIL MEETING NOVEMBER 5, 2025

Wednesday, November 05, 2025 at 6:30 PM  
Council Chambers, 520 N. Commercial Ave.

## AGENDA

---

*Council Meeting will be broadcast on Facebook Live. Click to visit our [Facebook Page](#).*

### CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Mayor Bryan Chapman opened the Council Meeting at \_\_\_\_\_ (time).

The Mayor led the Pledge of Allegiance.

Council Members present

Kramer Siemens \_\_\_\_\_

Jeremy Burkholder \_\_\_\_\_

Josh Liby \_\_\_\_\_

Dan Hartman \_\_\_\_\_

Brenda DeHaven \_\_\_\_\_

Others present \_\_\_\_\_

### APPROVAL OF AGENDA

Motion to approve the agenda as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

### HEARINGS / PRESENTATIONS / PUBLIC FORUM

### STAFF REPORTS

1. Kyle Nordick, City Administrator
2. McDonald Tinker PA, City Attorney

### CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

- [3.](#) Minutes of October 15, 2025, Regular Meeting
- 4. Approval of Payroll October 24, 2025 Amount \$30,159.96
- [5.](#) Approval of General Disbursement Checks Amount \$60,994.75

**NEW BUSINESS**

- [6.](#) Discuss and Consider Debt Service Options - Station 31

Motion to move forward with option \_\_\_\_\_

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

- [7.](#) Discuss and Consider Station 31 Construction Contract

Motion to approve the contract as presented

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

- [8.](#) Discuss and Consider Access Control Bid - Station 31

Motion to approve the Access Control Bid for the Station #31 Project from Convergent utilizing the State of Kansas Cooperative Purchasing Contract for a not-exceed amount of \$62,027.97

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

- [9.](#) Discuss and Consider A/V Bid - Station 31

Motion to approve the audio/visual installation bid for the Station 31 project from WAV Services for a not-to-exceed amount of \$53,966.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

- [10.](#) Mutual Aid Agreement - EMS

Motion to approve the mutual aid agreement as presented

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

- 11. Executive Session - Contract Negotiations**

Move to recess into executive session for 10 minutes to consult with the City Attorney related to matters privileged under the attorney-client relationship (K.S.A. 75-4319(B)(2)) for the purpose of discussing Contractual Matters. The open meeting will resume at \_\_\_\_\_pm with those present in the executive session being the Governing Body, City Administrator, and City Attorney.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

**GOVERNING BODY REMARKS**

**ADJOURN**

Motion to adjourn the Regular Council Meeting at \_\_\_\_\_ PM.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Contact: Shelia Agee ([agee@cityofsedgwick.org](mailto:agee@cityofsedgwick.org), 316-772-5151)

Agenda Published on 10/31/2025 at 3:00 PM.



**City of Sedgwick  
City Council Meeting  
November 5, 2025**

**TO: Mayor and City Council**

**SUBJECT: Staff Report**

**INITIATED BY: Administration**

---

**ICMA Conference:** Thank you for the continued support of professional development amongst employees. This year was the first year I was able to attend the ICMA Conference for city managers/administrators. The conference was from October 25<sup>th</sup> to October 29<sup>th</sup> in Tampa Florida. I was able to network with people in the profession from across the globe obtaining knowledge and strategies of a variety of topics currently affecting local government. Session attending included topics on housing, parks and recreation, leadership, budgeting, economic development and more.

**Museum:** Work continues to happen at the Historical Society Museum. The new siding has gone up and the contractor will be returning to install the remainder of the pieces and the metal roofing along the front awning. The Historical Society is obtaining pricing for painting and anticipates completion of this phase of the project soon.

**MIH:** The Shocker Lane property closed on October 30, 2025, bringing the number of available lots for the Redbarn Farms subdivision down to two. Conversations with the developer have taken place encouraging him to work with homebuilders in the area to develop available floor plans to better market the remaining lots. There is one remaining downpayment assistance grant for this development.

**717 N. Commercial Ave:** Mr. Alderton has moved forward with the demolition of the structure at 717 N. Commercial Avenue. To date, the structure is down, and Mr. Jacob has begun removing the debris from the site. Weather related issues have delayed the cleanup, but with drier days in the forecast, the site should be fully cleaned up and backfilled by weeks end.

**Trunk Or Treat:** Thank you to Sedgwick Connect for putting on another successful trunk or treat event this year!



# REGULAR COUNCIL MEETING OCTOBER 15, 2025

Wednesday, October 15, 2025 at 6:30 PM  
Council Chambers, 520 N. Commercial Ave.

## MINUTES

*Council Meeting will be broadcast on Facebook Live. Click to visit our [Facebook Page](#).*

### CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Mayor Bryan Chapman opened the Council Meeting at \_\_\_\_\_ (time).

The Mayor led the Pledge of Allegiance.

Council Members present

Kramer Siemens\_\_\_\_\_

Jeremy Burkholder\_\_\_\_\_

Josh Liby\_\_\_\_\_

Dan Hartman\_\_\_\_\_

Brenda DeHaven\_\_\_\_\_

Others present \_\_\_\_\_

Mayor Bryan Chapman opened the Council Meeting at 6:30pm.

The Mayor led the Pledge of Allegiance.

### PRESENT

Brenda DeHaven

Dan Hartman

Kramer Siemens

Josh Liby

Jeremy Burkholder

OTHERS PRESENT: Kyle Nordick, City Administrator; Shelia Agee, City Clerk; Scott Ufford, City Attorney; Bill Bush, Harvey County NOW; Jimmy Sharbutt, Larry Kleeman, Crystal Hinnen

### APPROVAL OF AGENDA

Motion to approve the agenda as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to approve the agenda as presented.

Motion made by Hartman, Seconded by Burkholder.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

## **HEARINGS / PRESENTATIONS / PUBLIC FORUM**

### **STAFF REPORTS**

#### **1. Kyle Nordick, City Administrator**

Kyle Nordick, City Administrator, gave a FEMA Flood Map Update and Medical/Dental Insurance update with a 29% increase from current plan but is still the cheapest and best plan. We are moving forward with this plan.

#### **2. McDonald Tinker PA, City Attorney**

### **CONSENT AGENDA**

Motion to approve the Consent Agenda as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to approve the Consent Agenda as presented.

Motion made by Liby, Seconded by Hartman.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

3. Minutes of October 1, 2025, Regular Meeting
4. Approval of Payroll October 10, 2025 Amount \$27,987.60
5. Approval of General Disbursement Checks Amount \$144,779.81

### **NEW BUSINESS**

#### **6. Discuss and Consider Approving Station 31 Bid**

Motion to approve the Sedgwick Fire/EMS Station #31 Project base bid plus alternates from NF Construction for a not-to-exceed amount of \$2,090,000.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to approve the Sedgwick Fire/EMS Station #31 Project base bid plus alternates from NF Construction for a not-to-exceed amount of \$2,090,000.

Motion made by Hartman, Seconded by DeHaven.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

#### **7. Resolution 10152025**

Motion to approve Resolution 10152025 a resolution declaring an intent of the City of Sedgwick, Kansas to enter into a base lease and a project lease between itself and the City of Sedgwick, Kansas Public Building Commission related to the financing of a Fire Station Project; approving the forms of said base lease and project lease; and authorizing the execution of thereof and certain related documents.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to approve Resolution 10152025 a resolution declaring an intent of the City of Sedgwick, Kansas to enter into a base lease and a project lease between itself and the City of Sedgwick, Kansas Public Building Commission related to the financing of a Fire Station Project; approving the forms of said base lease and project lease; and authorizing the execution of thereof and certain related documents.

Motion made by Hartman, Seconded by Liby.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

**Recess into PBC Meeting**

Recessed into PBC Meeting at 6:52pm.

**CITY OF SEDGWICK, KANSAS PUBLIC BUILDING COMMISSION**

**COUNCIL CHAMBERS - 520 N. COMMERCIAL AVE.**

**OCTOBER 15, 2025**

**MEETING CALLED TO ORDER**

- 8. Resoultion 10152025PBC

Motion to approve Resolution 10152025PBC a resolution authorizing the offering for sale of the City of Sedgwick, Kansas Public Building Commission Revenue Bonds, Series 2025 (Fire Station Project)

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to approve Resolution 10152025PBC a resolution authorizing the offering for sale of the City of Sedgwick, Kansas Public Building Commission Revenue Bonds, Series 2025 (Fire Station Project)

Motion made by Hartman, Seconded by Burkholder.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

**Adjourn PBC Meeting**

Adjourned PBC meeting at 6:55pm

**Reconvene City Council Meeting**

Reconvened Regular City Council Meeting at 6:55pm.

9. Sales Agreement - Sharbutt Homes

Council Determination

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to enforce the penalty clause holding Sharbutt Remodeling to the terms of the agreement asking for the \$5,000, upon payment a letter of release would be presented to Security 1st clearing them of the liability.

Motion made by Siemens, Seconded by Hartman.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

**GOVERNING BODY REMARKS**

LKM Conference feedback: Council Member Hartman gave a Federal grant warning that the government is reviewing all grants to find ways to pull back grants. Make sure everything is correct when submitting grant applications. Find ways to encourage Gen Z to stay in Sedgwick and work in Sedgwick or at City Hall. Mayor mentioned learning about land banks and creating housing opportunities. City Administrator, Kyle Nordick, pointed out that the cost to build a new house today starts at upper end of \$200,000. Council Member, Siemens, mentioned that he is looking forward to results of Housing Study that will be out November 19th. Council Member DeHaven asked about review of culvert on 8th Street requested by Dan Andrew.

**ADJOURN**

Motion to adjourn the Regular Council Meeting at \_\_\_\_\_ PM.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to adjourn the Regular Council Meeting at 7:14pm.

Motion made by Hartman, Seconded by Liby.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

Contact: Shelia Agee ([agee@cityofsedgwick.org](mailto:agee@cityofsedgwick.org), 316-772-5151)

Agenda Published on 10/11/2025 at 3:31 PM.

November 5, 2025

**PAYROLL CHECKS - DIRECT DEPOSIT**

10-24-25 \$ 30,159.96

**TOTAL PAYROLL CHECKS \$ 30,159.96**

---

GENERAL DISBURSEMENT CHECKS-AAACCN \$ 12,778.30

GENERAL DISBURSEMENT CHECKS-AAACCO \$ 20,195.90

GENERAL DISBURSEMENT CHECKS-AAACCP \$ 28,020.55

**TOTAL DISBURSEMENT CHECKS \$ 60,994.75**

---

### AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)  
Batch: AAACCN

10/17/2025 10:18:42 AM

Page 1

Vendor	Description	Check Date	Invoice#	Check#	Check Total
CORE & MAIN	WATER PARTS	10/17/2025	X823209 X846078	72349	\$230.72
EMS MANAGEMENT & CONSULTANTS	EMS TRIPS CODED	10/17/2025	EMS-019327	72350	\$1,025.00
EVERGY	STREET LIGHTS	10/17/2025	101725STREETLIGHTS	72351	\$1,869.65
FAMILY HEALTH AMERICA, LC	HRA ADMIN FEES	10/17/2025	101725HRA	72352	\$100.00
TYLER GORDON	BOOTS REIMB-T GORDON	10/17/2025	101725TG	72353	\$156.37
BRIAN HARMON	REIMB MAG HOLDER	10/17/2025	101725BH	72354	\$30.92
DAN HARTMAN	LKM CONF MEAL TRAVEL	10/17/2025	101725DH	72355	\$324.40
MARJORIE HENSLEY	EXT HOUSING GRANT	10/17/2025	101725MHEXTGRANT	72356	\$1,000.00
HARVEY COUNTY ECONOMIC DEVEL	PARTNER CONTRIBUTION	10/17/2025	2013-1595	72357	\$1,000.00
RUSTY ECK FORD	AMBULANCE REPAIR	10/17/2025	FOCS441383	72358	\$6,974.09
USA BLUEBOOK	WWTP CHEMICALS	10/17/2025	INV00846840	72359	\$67.15

Total Direct Expense:	\$12,778.30
<b>Total Immediate Payments:</b>	<b>\$12,778.30</b>

Report Summary

	<b>Report Selection Criteria</b>	
<b>Report Type:</b>	Detailed	
	<b>Start</b>	<b>End</b>
<b>Transaction Number:</b>	Start	End

AP Enter Bills Edit Report - Sorted by Vendor \*\* Customized \*\*

City of Sedgwick (SEDGKS)  
Batch: AAACCN

10/17/2025 9:17:12 AM

Page 1

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice	
1	CORE & MAIN / CORE & MAIN	10/17/2025	10/17/2025	X823209 X846078	\$230.72	
1	10-00-70-7130			1.0	\$122.7200	\$122.72
2	10-00-70-7130			1.0	\$36.0000	\$36.00
3	13-00-70-7130			1.0	\$36.0000	\$36.00
4	01-11-70-7130			1.0	\$36.0000	\$36.00
2	EMS MC / EMS MANAGEMENT & CONSULTANTS, INC	10/17/2025	10/17/2025	EMS-019327	\$1,025.00	
1	01-02-60-6290			41.0	\$25.0000	\$1,025.00
4	EVERGY / EVERGY	10/17/2025	10/17/2025	101725STREETLIGHTS	\$1,869.65	
1	01-10-60-6180			1.0	\$1,869.6500	\$1,869.65
5	FAMILY HEALTH / FAMILY HEALTH AMERICA, LC	10/17/2025	10/17/2025	101725HRA	\$100.00	
1	03-00-60-6290			1.0	\$100.0000	\$100.00
6	GORDON / TYLER GORDON	10/17/2025	10/17/2025	101725TG	\$156.37	
1	01-02-70-7250			1.0	\$156.3700	\$156.37
7	HARMON / BRIAN HARMON	10/17/2025	10/17/2025	101725BH	\$30.92	
1	01-03-70-7250			1.0	\$30.9200	\$30.92
8	HARTMAN / DAN HARTMAN	10/17/2025	10/17/2025	101725DH	\$324.40	
1	01-01-60-6720			372.0	\$0.7000	\$260.40
2	01-01-60-6720			1.0	\$64.0000	\$64.00
10	HENSLEY, MARJORIE / MARJORIE HENSLEY	10/17/2025	10/17/2025	101725MHEXTGRANT	\$1,000.00	
1	01-07-60-6400			1.0	\$1,000.0000	\$1,000.00
9	HRVY CO EDC / HARVEY COUNTY ECONOMIC DEVELOI	10/17/2025	10/17/2025	2013-1595	\$1,000.00	
1	01-07-60-6410			1.0	\$1,000.0000	\$1,000.00
11	RUSTY / RUSTY ECK FORD	10/17/2025	10/17/2025	FOCS441383	\$6,974.09	
1	41-02-00-8210			1.0	\$6,974.0900	\$6,974.09
12	USA BLUEBOOK / USA BLUEBOOK	10/17/2025	10/17/2025	INV00846840	\$67.15	
1	13-00-70-7220			1.0	\$67.1500	\$67.15

Grand Totals

Total Direct Expense: \$12,778.30  
Total Immediate Payments: \$12,778.30

# AP Enter Bills Edit Report - Sorted by Vendor \*\* Customized \*\*

10/17/2025 9:17:12 AM

City of Sedgwick (SEDGKS)  
Batch: AAACCN

Page 2

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
-------	--------	----------	----------	-----------	---------------

Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
------	--------------------	--------------------------------	-----------------	---------------	----------------

Report Summary

	Report Selection Criteria	
Report Type:	Detailed	
	Start	End
Transaction Number:	Start	End

### AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)  
Batch: AAACCO

10/24/2025 9:01:50 AM

Page 1

Vendor	Description	Check Date	Invoice#	Check#	Check Total
360 DOCUMENT SOLUTIONS	PRINTER COPIER LEASE	10/24/2025	592697690	72370	\$719.95
AGRI ENVIRONMENTAL SERVICES	SLUDGE HAUL	10/24/2025	182	72371	\$1,802.50
BOUND TREE MEDICAL, LLC	EMS SUPPLIES	10/24/2025	85960615	72372	\$222.98
CENTRAL POWER SYSTEMS	SOUTH LIFT BATTERY	10/24/2025	X119013055:01	72373	\$220.69
BRYAN CHAPMAN	LKM CONF MEAL AND MI	10/24/2025	102425BC	72374	\$326.78
EVERGY	ELECTRIC SERVICE	10/24/2025	102425EVERGY	72375	\$3,475.98
GALLS, LLC	PD UNIFORM	10/24/2025	032907826	72376	\$437.84
HALSTEAD TIRE	CH EXPLORER TIRE INS	10/24/2025	36671	72377	\$256.05
INTERNATIONAL INSTITUTE OF MUNI	IIMC MEMBERSHIP FEE	10/24/2025	102425IIMC	72378	\$330.00
KAYE ELECTRIC INC	SHOP GENERATOR INSTA	10/24/2025	41543	72379	\$4,995.00
KANSAS GAS SERVICE	GAS SERVICE	10/24/2025	102425KSGAS	72380	\$323.10
MCDONALD TINKER PA	CITY ATTY AND PROC	10/24/2025	171431 171432	72381	\$6,847.40
UNDERGROUND VAULTS & STORAGE	FILE SHREDDING	10/24/2025	1158375	72382	\$5.25
WICHITA WINWATER WORKS	WATER METER PARTS	10/24/2025	262518 01	72383	\$232.38

Total Direct Expense:	\$20,195.90
<b>Total Immediate Payments:</b>	<b>\$20,195.90</b>

Report Summary

	<b>Report Selection Criteria</b>	
Report Type:	Detailed	
	<b>Start</b>	<b>End</b>
Transaction Number:	Start	End

**AP Enter Bills Edit Report - Sorted by Vendor \*\* Customized \*\***

City of Sedgwick (SEDGKS)  
Batch: AAACCO

10/24/2025 8:53:31 AM

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
<b>1</b>	<b>360 LEASE / 360 DOCUMENT SOLUTIONS</b>	<b>10/24/2025</b>	<b>10/24/2025</b>	<b>592697690</b>	<b>\$719.95</b>
1	01-01-60-6200 PRINTER COPIER LEASE			0.5 \$719.9300	\$359.97
2	01-03-60-6200 PRINTER COPIER LEASE			0.1 \$719.9500	\$72.00
3	01-05-60-6200 PRINTER COPIER LEASE			0.1 \$719.9500	\$72.00
4	10-00-60-6200 PRINTER COPIER LEASE			0.2 \$719.9500	\$107.99
5	13-00-60-6200 PRINTER COPIER LEASE			0.2 \$719.9500	\$107.99
<b>2</b>	<b>AGRI ENVIRONMENTAL / AGRI ENVIRONMENTAL SERV</b>	<b>10/24/2025</b>	<b>10/24/2025</b>	<b>182</b>	<b>\$1,802.50</b>
1	13-00-60-6160 10-15-25 SLUDGE HAUL 35000 GAL			35,000.0 \$0.0515	\$1,802.50
<b>3</b>	<b>BOUND TREE / BOUND TREE MEDICAL, LLC</b>	<b>10/24/2025</b>	<b>10/24/2025</b>	<b>85960615</b>	<b>\$222.98</b>
1	01-02-70-7130 EMS SUPPLIES			1.0 \$222.9800	\$222.98
<b>4</b>	<b>CENTRAL POWER SYSTEMS / CENTRAL POWER SYSTI</b>	<b>10/24/2025</b>	<b>10/24/2025</b>	<b>X119013055:01</b>	<b>\$220.69</b>
1	13-00-70-7110 SOUTH LIFT STATION BATTERY			1.0 \$220.6900	\$220.69
<b>12</b>	<b>CHAPMAN, BRYAN / BRYAN CHAPMAN</b>	<b>10/24/2025</b>	<b>10/24/2025</b>	<b>102425BC</b>	<b>\$326.78</b>
1	01-01-60-6720 SHERTON-LKM CONF MEAL			1.0 \$35.5800	\$35.58
2	01-01-60-6720 SHERTON-LKM CONF MILEAGE			416.0 \$0.7000	\$291.20

AP Enter Bills Edit Report - Sorted by Vendor \*\* Customized \*\*

City of Sedgwick (SEDGKS)  
Batch: AAACCO

10/24/2025 8:53:31 AM

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice	
<b>5</b>	<b>EVERGY / EVERGY</b>	<b>10/24/2025</b>	<b>10/24/2025</b>	<b>102425EVERGY</b>	<b>\$3,475.98</b>	
1	01-10-60-6180	0009908927 - 505 N MADISON SCHOOL ZONE		1.0	\$28.2300	\$28.23
2	01-03-60-6180	659714280 - PD BLDG		1.0	\$127.0400	\$127.04
3	01-10-60-6180	1062940882 - 804 N MADISON ST POLE		1.0	\$39.1700	\$39.17
4	01-10-60-6180	1761794880 - 103 W 5TH ELECT AT POLE		1.0	\$27.7100	\$27.71
5	01-10-60-6180	2464686086 - 310 N MADISON AVE SCHOOL ZONE		1.0	\$27.9300	\$27.93
6	01-10-60-6180	3002790064 - 100 WHEATLAND DR STREET POLE		1.0	\$29.7700	\$29.77
7	01-10-60-6180	3175824328 - 502 N COMM STREET ELECT AT POLE		1.0	\$31.8900	\$31.89
8	10-00-60-6180	3731495616 - 404 N HARRISON EAST WATER TOWER		1.0	\$161.9300	\$161.93
9	13-00-60-6180	3738109015 - 1900 N WASH WWTP		1.0	\$1,261.0100	\$1,261.01
10	01-04-60-6180	3742938337 - 316 N WASH FIRE BLDG		1.0	\$117.3800	\$117.38
11	01-08-60-6180	3748198293 - 204 W 4TH PARK LIGHTS		1.0	\$80.6600	\$80.66
12	01-06-60-6180	4920122509 - 403 N FRANKLIN POOL		1.0	\$62.5600	\$62.56
13	01-01-60-6180	5043441260 - 107 W 5TH SR CTR		1.0	\$408.7800	\$408.78
14	01-01-60-6180	5111455161 - CITY HALL		1.0	\$238.5900	\$238.59
15	13-00-60-6180	7277816660 - 402 N HARRISON EAST LIFT		1.0	\$96.9100	\$96.91
16	01-10-60-6180	7610673523 - 100 INDUSTRIAL DR STREET POLE		1.0	\$29.7100	\$29.71
17	10-00-60-6180	7852345322 - 501 WELLHOUSE RD, WATER		1.0	\$27.4400	\$27.44
18	01-10-60-6180	8514115281 - 413 W 4TH SCHOOL ZONE		1.0	\$28.0000	\$28.00
19	01-10-60-6180	8574522122 - 302 W 4TH SCHOOL ZONE		1.0	\$28.2100	\$28.21
20	10-00-60-6180	1282677544 - 205 W 5TH WEST WATER TOWER		1.0	\$232.6000	\$232.60
21	13-00-60-6180	3728481135 - 402 S COMM SOUTH LIFT		1.0	\$66.7100	\$66.71
22	13-00-60-6180	3742907574 - 308 N WASH MAIN LIFT		1.0	\$237.8400	\$237.84
23	10-00-60-6180	3749459455 - 518 W 5TH WEST WELL HOUSE		1.0	\$57.9000	\$57.90
24	01-03-60-6180	8053113041 - 505 N COMM PD GARAGE		1.0	\$28.0100	\$28.01
<b>14</b>	<b>GALLS / GALLS, LLC</b>	<b>10/24/2025</b>	<b>10/24/2025</b>	<b>032907826</b>	<b>\$437.84</b>	
1	01-03-70-7250	PF UNIFORM-POLO AND PANTS		1.0	\$437.8400	\$437.84
<b>6</b>	<b>HALSTEAD TIRE / HALSTEAD TIRE</b>	<b>10/24/2025</b>	<b>10/24/2025</b>	<b>36671</b>	<b>\$256.05</b>	
1	01-01-60-6120	CH EXPLORER PM AND TIRE INSTALL ALIGN		1.0	\$256.0500	\$256.05
<b>7</b>	<b>IIMC / INTERNATIONAL INSTITUTE OF MUNICIPAL CLER</b>	<b>10/24/2025</b>	<b>10/24/2025</b>	<b>102425IIMC</b>	<b>\$330.00</b>	
1	01-01-60-6700	IIMC MEMBERSHIP FEE-JENESSA		1.0	\$135.0000	\$135.00
2	01-01-60-6700	IIMC MEMBERSHIP FEE-SHELIA		1.0	\$195.0000	\$195.00
<b>8</b>	<b>KAYE / KAYE ELECTRIC INC</b>	<b>10/24/2025</b>	<b>10/24/2025</b>	<b>41543</b>	<b>\$4,995.00</b>	
1	40-11-00-8210	SHOP GENERATOR INSTALL		1.0	\$4,995.0000	\$4,995.00



## AP Bank Reconciliation Posting Audit Report

City of Sedgwick (SEDGKS)

10/23/2025 11:06:23 AM

Batch: AAACCP

User ID: SHELIA

Page 1

Vendor Tran#	Document #	Date	Type	User ID	Posting Reference	Total Amount
<b>Bank Code: CKG      LEGACY BANK</b>						
<b>AETNA</b>						
1	72361	10/24/2025	Check	SHELIA	AP0000001422AAACCP	\$136.25
Description:						
<b>BCBS OF KANSAS</b>						
2	72362	10/24/2025	Check	SHELIA	AP0000001422AAACCP	\$8,034.63
Description:						
<b>CARL B DAVIS, CHAPTER 13 TRUSTEE</b>						
3	72363	10/24/2025	Check	SHELIA	AP0000001422AAACCP	\$668.31
Description:						
<b>LEGACY BANK</b>						
4	72364	10/24/2025	Check	SHELIA	AP0000001422AAACCP	\$9,310.97
Description:						
<b>EMPOWER RETIREMENT</b>						
5	72365	10/24/2025	Check	SHELIA	AP0000001422AAACCP	\$1,000.00
Description:						
<b>KP&amp;F</b>						
6	72366	10/24/2025	Check	SHELIA	AP0000001422AAACCP	\$2,312.98
Description:						
<b>KP&amp;F98 POLICE</b>						
7	72367	10/24/2025	Check	SHELIA	AP0000001422AAACCP	\$1,846.87
Description:						
<b>KPERS</b>						
8	72368	10/24/2025	Check	SHELIA	AP0000001422AAACCP	\$2,951.81
Description:						
<b>KANSAS STATE WITHHOLDING TAX</b>						
9	72369	10/24/2025	Check	SHELIA	AP0000001422AAACCP	\$1,758.73
Description:						

	Bank Totals	Items	Total Voids	Items
Checks	(\$28,020.55)	9	\$0.00	0
Deposits	\$0.00	0	\$0.00	0
Deductions	\$0.00	0	\$0.00	0
Additions	\$0.00	0	\$0.00	0
Bank Charges	\$0.00	0	\$0.00	0
<b>Net Activity for CKG:</b>	<b>(\$28,020.55)</b>			

### AP Bank Reconciliation Posting Audit Report

City of Sedgwick (SEDGKS)

10/23/2025 11:06:23 AM

Batch: AAACCP

User ID: SHELIA

Page 2

**Report Totals**

	<b>Bank Totals</b>	<b>Items</b>	<b>Total Voids</b>	<b>Items</b>
<b>Checks</b>	(\$28,020.55)	9	\$0.00	0
<b>Deposits</b>	\$0.00	0	\$0.00	0
<b>Deductions</b>	\$0.00	0	\$0.00	0
<b>Additions</b>	\$0.00	0	\$0.00	0
<b>Bank Charges</b>	\$0.00	0	\$0.00	0
<b>Net Activity:</b>	(\$28,020.55)			

**City of Sedgwick  
City Council Meeting  
November 5, 2025**

**TO: Mayor and City Council**

**SUBJECT: Station 31 Contract**

**INITIATED BY: Administration**

**AGENDA: New Business**

**Background:** The City of Sedgwick PBC authorized the sale of bonds for the Station 31 Project at their October 15, 2025, meeting. At that time, the council had not determined the debt service option they wanted to move forward with in terms of years for the bond. Larry Kleeman of Ranson Financial prepared a review of debt service options for council consideration which include: 15-year level debt service, 20-year level debt service, 15-year interest only payments through 2031, and 20-year interest only payments through 2031.

---

**Analysis:** The difference between the 15-year level debt service option and the 15-year interest only option is approximately \$171,140. The 15-year interest only option allows the city to move into the bond payment at a slower pace, paying off the GO 2017-A debt, while not experiencing a sharp increase in debt service obligation immediately.

The difference between the 20-year level debt service option and the 20-year interest only option is approximately \$185,520. Similarly to the 15-year options, the interest only option allows the city to move into the bond payment at a slower pace, while not experiencing a sharp increase in debt service obligation.

The difference between the two 15-year and 20-year options ranges between \$419,859 and \$434,240 in payments over the life of the bond.

**Financial:** In reviewing the City debt service schedule, the city will have increased capacity to make debt service payments in 2031 when approximately \$190k becomes available. On average, the ½ cent sales tax generates approximately \$170,650 in revenue. When discussing this project, the intention was to utilize this revenue to make the debt service payment. This can be accomplished with minimal burden to other revenue sources through most of the debt service options presented tonight. Reallocation of the funds in 2031, will provide funding for the gap in sales tax revenue.

**Recommended Action:** Council determination

Option A: 15-year level debt service

Option B: 15-year interest only through 2031 debt service

Option C: 20-year level debt service

Option D: 20-year interest only through 2031 debt service

**Attachments:** Debt Service Options

Bond Series	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
<b>2010</b>	<b>Dams, Ind. II</b>	<b>140,975.00</b>	<b>145,775.00</b>																				
<b>2011</b>	Senior Ctr	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	10,937.09	
<b>2012A</b>	Energy/KDHE	51,437.50																					
<b>2015A</b>	Resurfacing	31,480.00	25,700.00																				
<b>2016</b>	Streets/Alleys	23,870.00	23,320.00	22,704.00																			
<b>2017</b>	Ref 2009/2010	122,100.00	129,400.00	186,400.00	191,600.00	196,500.00	196,100.00	190,550.00															
<b>2021A</b>	Redbarn	4,715.00	4,610.00	4,505.00	4,400.00	5,295.00	5,155.00	5,015.00	4,875.00	4,735.00	1,595.00	4,455.00	4,315.00	5,175.00									
<b>2025A</b>	Land Purchase			30,863.38	30,060.00	29,610.00	34,160.00	33,410.00	32,660.00	31,910.00	31,160.00	30,410.00	29,585.00	33,760.00	32,660.00	31,560.00	30,460.00	34,360.00	32,897.50	31,435.00	29,972.50	33,510.00	31,755.00
	<b>Total DS</b>	<b>385,514.59</b>	<b>339,742.09</b>	<b>255,409.47</b>	<b>236,997.09</b>	<b>242,342.09</b>	<b>246,352.09</b>	<b>239,912.09</b>	<b>48,472.09</b>	<b>47,582.09</b>	<b>43,692.09</b>	<b>45,802.09</b>	<b>44,837.09</b>	<b>49,872.09</b>	<b>43,597.09</b>	<b>42,497.09</b>	<b>41,397.09</b>	<b>45,297.09</b>	<b>43,834.42</b>	<b>31,435.00</b>	<b>29,972.50</b>	<b>33,510.00</b>	<b>31,755.00</b>
	Ignoring orange amounts, which are assumed to be special assessment bonds...																						
	<b>AT-LARGE DS</b>	<b>239,824.59</b>	<b>189,357.09</b>	<b>250,904.47</b>	<b>232,597.09</b>	<b>237,047.09</b>	<b>241,197.09</b>	<b>234,897.09</b>	<b>43,597.09</b>	<b>42,847.09</b>	<b>42,097.09</b>	<b>41,347.09</b>	<b>40,522.09</b>	<b>44,697.09</b>	<b>43,597.09</b>	<b>42,497.09</b>	<b>41,397.09</b>	<b>45,297.09</b>	<b>43,834.42</b>	<b>31,435.00</b>	<b>29,972.50</b>	<b>33,510.00</b>	<b>31,755.00</b>
	<b>Reduction in Debt Service from 2024 Level...Available for New Bonded Project...</b>																						
		50,467.50	(11,079.88)	7,227.50	2,777.50	(1,372.50)	4,927.50	196,227.50	196,977.50	197,727.50	198,477.50	199,302.50	195,127.50	196,227.50	197,327.50	198,427.50	194,527.50	195,990.17	208,389.59	209,852.09	206,314.59	208,069.59	

**City of Sedgwick, KS Public Building Commission**

\$2,205,000

PBC Rev Bonds, Series 2025-prelim-15yrs-level

**15 YEARS -- LEVEL DEBT SERVICE**

**Aggregate Net Debt Service**

DATE	GO 2017-A	GO 2011	Taxable GO 2025A	PBC 2025	TOTAL
10/01/2025	129,400.00	10,831.37	-	-	140,231.37
10/01/2026	186,400.00	10,827.41	30,863.38	-	228,090.79
10/01/2027	191,600.00	10,823.30	30,060.00	198,845.00	431,328.30
10/01/2028	196,500.00	10,819.04	29,610.00	200,176.50	437,105.54
10/01/2029	196,100.00	10,814.62	34,160.00	196,432.50	437,507.12
10/01/2030	190,550.00	10,810.02	33,410.00	197,724.50	432,494.52
10/01/2031	-	10,805.25	32,660.00	198,837.00	242,302.25
10/01/2032	-	10,800.31	31,910.00	199,716.00	242,426.31
10/01/2033	-	10,795.17	31,160.00	200,288.00	242,243.17
10/01/2034	-	10,789.85	30,410.00	200,472.00	241,671.85
10/01/2035	-	10,784.33	29,585.00	200,368.00	240,737.33
10/01/2036	-	10,778.60	33,760.00	199,848.00	244,386.60
10/01/2037	-	10,772.66	32,660.00	198,911.50	242,344.16
10/01/2038	-	10,766.50	31,560.00	197,367.50	239,694.00
10/01/2039	-	10,760.10	30,460.00	200,256.00	241,476.10
10/01/2040	-	10,753.47	34,360.00	197,416.00	242,529.47
10/01/2041	-	10,746.58	32,897.50	199,082.00	242,726.08
10/01/2042	-	10,739.27	31,435.00	-	42,174.27
10/01/2043	-	-	29,972.50	-	29,972.50
10/01/2044	-	-	33,510.00	-	33,510.00
10/01/2045	-	-	31,755.00	-	31,755.00
<b>Total</b>	<b>\$1,090,550.00</b>	<b>\$194,217.85</b>	<b>\$636,198.38</b>	<b>\$2,985,740.50</b>	<b>\$4,906,706.73</b>

**Par Amounts Of Selected Issues**

GO Ref Bonds, Series 2017-A	980,000.00
GO Bonds, Series 2011	141,312.15
Taxable GO Bonds, Series 2025A	370,000.00
PBC Rev Bonds, Series 2025-pre	2,205,000.00
<b>TOTAL</b>	<b>3,696,312.15</b>

**City of Sedgwick, KS Public Building Commission**

\$2,210,000

PBC Rev Bonds, Series 2025-prelim-20yrs-level

**20 YEARS -- LEVEL DEBT SERVICE**

**Aggregate Net Debt Service**

DATE	GO 2017-A	GO 2011	Taxable GO 2025A	PBC 2025	TOTAL
10/01/2025	129,400.00	10,831.37	-	-	140,231.37
10/01/2026	186,400.00	10,827.41	30,863.38	-	228,090.79
10/01/2027	191,600.00	10,823.30	30,060.00	173,344.00	405,827.30
10/01/2028	196,500.00	10,819.04	29,610.00	170,792.00	407,721.04
10/01/2029	196,100.00	10,814.62	34,160.00	168,296.00	409,370.62
10/01/2030	190,550.00	10,810.02	33,410.00	170,824.00	405,594.02
10/01/2031	-	10,805.25	32,660.00	173,180.50	216,645.75
10/01/2032	-	10,800.31	31,910.00	170,327.50	213,037.81
10/01/2033	-	10,795.17	31,160.00	172,375.50	214,330.67
10/01/2034	-	10,789.85	30,410.00	169,107.50	210,307.35
10/01/2035	-	10,784.33	29,585.00	170,763.50	211,132.83
10/01/2036	-	10,778.60	33,760.00	172,083.50	216,622.10
10/01/2037	-	10,772.66	32,660.00	168,062.00	211,494.66
10/01/2038	-	10,766.50	31,560.00	168,767.50	211,094.00
10/01/2039	-	10,760.10	30,460.00	169,026.50	210,246.60
10/01/2040	-	10,753.47	34,360.00	168,874.50	213,987.97
10/01/2041	-	10,746.58	32,897.50	168,318.50	211,962.58
10/01/2042	-	10,739.27	31,435.00	172,343.50	214,517.77
10/01/2043	-	-	29,972.50	170,728.50	200,701.00
10/01/2044	-	-	33,510.00	168,714.50	202,224.50
10/01/2045	-	-	31,755.00	171,334.00	203,089.00
10/01/2046	-	-	-	168,336.00	168,336.00
<b>Total</b>	<b>\$1,090,550.00</b>	<b>\$194,217.85</b>	<b>\$636,198.38</b>	<b>\$3,405,599.50</b>	<b>\$5,326,565.73</b>

**Par Amounts Of Selected Issues**

GO Ref Bonds, Series 2017-A	980,000.00
GO Bonds, Series 2011	141,312.15
Taxable GO Bonds, Series 2025A	370,000.00
PBC Rev Bonds, Series 2025-pre	2,210,000.00
<b>TOTAL</b>	<b>3,701,312.15</b>

**City of Sedgwick, KS Public Building Commission**

\$2,205,000

PBC Rev Bonds, Series 2025-prelim-15yrs-wrap

15 YEARS -- INTEREST ONLY UNTIL 2031

**Aggregate Net Debt Service**

DATE	GO 2017-A	GO 2011	Taxable GO 2025A	PBC 2025	TOTAL
10/01/2025	129,400.00	10,831.37	-	-	140,231.37
10/01/2026	186,400.00	10,827.41	30,863.38	-	228,090.79
10/01/2027	191,600.00	10,823.30	30,060.00	88,062.00	320,545.30
10/01/2028	196,500.00	10,819.04	29,610.00	88,062.00	324,991.04
10/01/2029	196,100.00	10,814.62	34,160.00	88,062.00	329,136.62
10/01/2030	190,550.00	10,810.02	33,410.00	88,062.00	322,832.02
10/01/2031	-	10,805.25	32,660.00	253,062.00	296,527.25
10/01/2032	-	10,800.31	31,910.00	252,831.50	295,541.81
10/01/2033	-	10,795.17	31,160.00	257,255.50	299,210.67
10/01/2034	-	10,789.85	30,410.00	256,063.50	297,263.35
10/01/2035	-	10,784.33	29,585.00	254,551.50	294,920.83
10/01/2036	-	10,778.60	33,760.00	252,559.50	297,098.10
10/01/2037	-	10,772.66	32,660.00	255,091.00	298,523.66
10/01/2038	-	10,766.50	31,560.00	256,706.50	299,033.00
10/01/2039	-	10,760.10	30,460.00	257,440.00	298,660.10
10/01/2040	-	10,753.47	34,360.00	252,360.00	297,473.47
10/01/2041	-	10,746.58	32,897.50	256,711.00	300,355.08
10/01/2042	-	10,739.27	31,435.00	-	42,174.27
10/01/2043	-	-	29,972.50	-	29,972.50
10/01/2044	-	-	33,510.00	-	33,510.00
10/01/2045	-	-	31,755.00	-	31,755.00
<b>Total</b>	<b>\$1,090,550.00</b>	<b>\$194,217.85</b>	<b>\$636,198.38</b>	<b>\$3,156,880.00</b>	<b>\$5,077,846.23</b>

**Par Amounts Of Selected Issues**

GO Ref Bonds, Series 2017-A	980,000.00
GO Bonds, Series 2011	141,312.15
Taxable GO Bonds, Series 2025A	370,000.00
PBC Rev Bonds, Series 2025-pre	2,205,000.00
<b>TOTAL</b>	<b>3,696,312.15</b>

**City of Sedgwick, KS Public Building Commission**

\$2,215,000

PBC Rev Bonds, Series 2025-prelim-20yrs-wrap

**20 YEARS -- INTEREST ONLY UNTIL 2031**

**Aggregate Net Debt Service**

DATE	GO 2017-A	GO 2011	Taxable GO 2025A	PBC 2025	TOTAL
10/01/2025	129,400.00	10,831.37	-	-	140,231.37
10/01/2026	186,400.00	10,827.41	30,863.38	-	228,090.79
10/01/2027	191,600.00	10,823.30	30,060.00	97,781.00	330,264.30
10/01/2028	196,500.00	10,819.04	29,610.00	97,781.00	334,710.04
10/01/2029	196,100.00	10,814.62	34,160.00	97,781.00	338,855.62
10/01/2030	190,550.00	10,810.02	33,410.00	97,781.00	332,551.02
10/01/2031	-	10,805.25	32,660.00	202,781.00	246,246.25
10/01/2032	-	10,800.31	31,910.00	199,452.50	242,162.81
10/01/2033	-	10,795.17	31,160.00	201,008.50	242,963.67
10/01/2034	-	10,789.85	30,410.00	202,224.50	243,424.35
10/01/2035	-	10,784.33	29,585.00	198,176.50	238,545.83
10/01/2036	-	10,778.60	33,760.00	198,944.50	243,483.10
10/01/2037	-	10,772.66	32,660.00	199,348.50	242,781.16
10/01/2038	-	10,766.50	31,560.00	199,236.00	241,562.50
10/01/2039	-	10,760.10	30,460.00	198,633.00	239,853.10
10/01/2040	-	10,753.47	34,360.00	202,585.00	247,698.47
10/01/2041	-	10,746.58	32,897.50	200,871.50	244,515.58
10/01/2042	-	10,739.27	31,435.00	198,701.50	240,875.77
10/01/2043	-	-	29,972.50	201,106.50	231,079.00
10/01/2044	-	-	33,510.00	197,840.00	231,350.00
10/01/2045	-	-	31,755.00	199,187.00	230,942.00
10/01/2046	-	-	-	199,899.00	199,899.00
<b>Total</b>	<b>\$1,090,550.00</b>	<b>\$194,217.85</b>	<b>\$636,198.38</b>	<b>\$3,591,119.50</b>	<b>\$5,512,085.73</b>

**Par Amounts Of Selected Issues**

GO Ref Bonds, Series 2017-A	980,000.00
GO Bonds, Series 2011	141,312.15
Taxable GO Bonds, Series 2025A	370,000.00
PBC Rev Bonds, Series 2025-pre	2,215,000.00
<b>TOTAL</b>	<b>3,706,312.15</b>

**City of Sedgwick  
City Council Meeting  
November 5, 2025**

**TO: Mayor and City Council**

**SUBJECT: Station 31 Contract**

**INITIATED BY: Administration**

**AGENDA: New Business**

---

**Background:** NF Construction, whose primary business office is located in Marion, Kansas, was awarded the bid to construct the City of Sedgwick, Kansas Station 31 CDBG Project on October 15, 2025. The contract presented before you today between the City of Sedgwick, Kansas and NF Construction is for a total price of \$2,090,000.

**Analysis:** Commencement of work for the contract was stipulated as the date of the agreement. We have been informed by the contractor that work for the station will more than likely start in the spring 2026 to avoid complications and added expenditures with concrete. NF Construction shall reach substantial completion by October 12, 2026; with final completion by November 12, 2026. This project is BABA stipulated.

**Financial:** The project will be funded through bonds which are scheduled to be sold November 19, 2025. We are currently working with bond counsel in preparation for the rating call and will report to council the findings. This contract does have liquidated damages to incentivize the contractor to stick to the schedule. These liquidated damages start being assessed at a lower rate if substantial completion is not met and increase per calendar day if final completion is also not met.

**Recommended Action:** It is recommended that the governing body approve the contract to form and authorize signatures.

**Attachments:** Contract

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

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

**AGREEMENT** made as of the Fifth day of November in the year Two-Thousand Twenty-Five.  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
City of Sedgwick, KS  
520 N Commercial Ave.  
Sedgwick, KS 67135

and the Contractor:

Nelson-Fowles LLC  
601 W Main St  
Marion, KS 66861

for the following Project:

Sedgwick Fire-EMS Station #31  
320 N Washington Ave.  
Sedgwick, KS 67135

The Architect:

BG Consultants, Inc.  
4806 Vue Du Lac Place  
Manhattan, Kansas 66503

The Owner and Contractor agree as follows.

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

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

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Paragraph deleted)

- The date of this Agreement.
- A date set forth, or a date as mutually agreed upon, in a notice to proceed issued by the Owner.
- Established as follows:

(Paragraphs deleted)

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

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

§ 3.3 Substantial Completion

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

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

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date: **Substantial Completion by 10/12/2026; Final Completion by 11/12/2026**

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

Portion of Work	Substantial Completion Date
All portions of the Work	October 12, 2026

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

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Two Million and Ninety Thousand Dollars and Zero Cents (\$ 2,090,000.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

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

Item	Price
Alternate#1	\$37,000.00
Alternate#2	\$7,500.00
Alternate#3	\$27,500.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Paragraph deleted)*

Item	Price	Conditions for Acceptance
NA		

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

*(Paragraph deleted)*

Item	Price
NA	

§ 4.4 Unit prices, if any:

*(Paragraph deleted)*

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

§ 4.5 Liquidated damages, if any:

*(Paragraph deleted)*

Damages, if any, shall be in accordance with 00 73 00 Supplementary Conditions.

§ 4.6 Other:

NA

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

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

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

Init.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

General Conditions and Insurance

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

*(Paragraph deleted)*

Upon 50% completion, Owner and Project Architect/Engineer may reduce retainage to a minimum of 5% of the total project cost upon the following conditions:

Init.

- a. Reduction of retainage is not automatic. Any reduction must be requested. Approval may be withheld for a variety of reasons, to include progress not on schedule, concerns about quality of work, etc. Applications for payment that assume a reduction before it is approved will be returned for correction, thus delaying payment.
- b. Retainage of 10% is mandatory if the critical path progress of the work is not on schedule, including previously agreed upon change order days. If retainage had been reduced on previous applications for payment, and work falls behind the critical path schedule, retainage will revert back to the full 10% of the total invoiced cost to date on all applications until the work is back on schedule.

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

*(Paragraph deleted)*

Retainage will be released on any undisputed payment within thirty (30) days after Substantial Completion of the project. When a subcontractor continues to work on the project after Substantial Completion, the Owner may withhold that portion of the retainage attributed to the subcontractor until thirty (30) days after the work is completed.

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

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

**§ 5.2 Final Payment**

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

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

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

No later than 30 days after the completion of all Work.

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Paragraphs deleted)*

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

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

*(Paragraphs deleted)*

**§ 6.2 Binding Dispute Resolution**

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- 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 by litigation in a court of competent jurisdiction.

#### **ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

*(Paragraph deleted)*

None, except payment in full for any of the work performed-to-date, materials stored-to-date, and retainage withheld.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

#### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

Kyle Nordick, City Administrator  
520 N. Commercial Ave.  
Sedgwick, KS 67135  
knordick@cityofsedgwick.org  
316-772-5151

§ 8.3 The Contractor’s representative(s):

Cody Nelson  
601 W Main St.  
Marion, KS 66861  
cnelson@nfconstruction.build  
620-203-2662

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

#### **§ 8.5 Insurance and Bonds**

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

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

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

NA

§ 8.7 Other provisions:

None.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 NA
- .5 Drawings As enumerated by the Index Sheet G101 of the Construction Document Set and all associated Addenda
- .6 Specifications enumerated by the Table of Contents Specification 00110 of the Project Manual and all associated Addenda

(Paragraph deleted)

- .7 Addenda, if any:

Number	Date	Pages
Addendum #1	09/16/2025	9
Addendum #2	09/23/2025	31
Addendum #3	09/25/2025	7

(Paragraphs deleted)

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

- .8 Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

The Sustainability Plan:

Title	Date	Pages
NA	NA	NA

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NA	NA	NA	NA

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

*Instructions to Bidders, AIA A701-1997*  
*Bid Form*  
*Bid Bond*

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

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

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

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

## Additions and Deletions Report for AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:16:46 CT on 10/28/2025.

### PAGE 1

**AGREEMENT** made as of the Fifth day of November in the year Two-Thousand Twenty-Five.

...

~~(Name, legal status, address and other information)~~ City of Sedgwick, KS  
520 N Commercial Ave.  
Sedgwick, KS 67135

...

~~(Name, legal status, address and other information)~~  
Nelson-Fowles LLC  
601 W Main St  
Marion, KS 66861

...

~~(Name, location and detailed description)~~  
Sedgwick Fire-EMS Station #31  
320 N Washington Ave.  
Sedgwick, KS 67135

...

~~(Name, legal status, address and other information)~~  
BG Consultants, Inc.  
4806 Vue Du Lac Place  
Manhattan, Kansas 66503

### PAGE 2

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set ~~forth~~ forth, or a date as mutually agreed upon, 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.)*

...

By the following date: Substantial Completion by 10/12/2026; Final Completion by 11/12/2026.  
PAGE 3

All portions of the Work

October 12, 2026

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million and Ninety Thousand Dollars and Zero Cents (\$ 2,090,000.00 ), subject to additions and deductions as provided in the Contract Documents.

...

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

...

<u>Alternate#1</u>	<u>\$37,000.00</u>
<u>Alternate#2</u>	<u>\$7,500.00</u>
<u>Alternate#3</u>	<u>\$27,500.00</u>

...

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

...

NA

...

*(Identify each allowance.)*

...

NA

...

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

...

NA

...

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

Damages, if any, shall be in accordance with 00 73 00 Supplementary Conditions.

...

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

NA

...

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

month.

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

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

**PAGE 4**

Ten Percent (10%)

...

General Conditions and Insurance

...

~~(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)~~

Upon 50% completion, Owner and Project Architect/Engineer may reduce retainage to a minimum of 5% of the total project cost upon the following conditions:

a. Reduction of retainage is not automatic. Any reduction must be requested. Approval may be withheld for a variety of reasons, to include progress not on schedule, concerns about quality of work, etc. Applications for payment that assume a reduction before it is approved will be returned for correction, thus delaying payment.

b. Retainage of 10% is mandatory if the critical path progress of the work is not on schedule, including previously agreed upon change order days. If retainage had been reduced on previous applications for payment, and work falls behind the critical path schedule, retainage will revert back to the full 10% of the total invoiced cost to date on all applications until the work is back on schedule.

**PAGE 5**

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

Retainage will be released on any undisputed payment within thirty (30) days after Substantial Completion of the project. When a subcontractor continues to work on the project after Substantial Completion, the Owner may withhold that portion of the retainage attributed to the subcontractor until thirty (30) days after the work is completed.

...

No later than 30 days after the completion of all Work.

...

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

—%

...

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

...

*(Check the appropriate box.)*

...

Litigation in a court of competent jurisdiction

**PAGE 6**

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

None, except payment in full for any of the work performed-to-date, materials stored-to-date, and retainage withheld.

...

*(Name, address, email address, and other information)*

Kyle Nordick, City Administrator  
520 N. Commercial Ave.  
Sedgwick, KS 67135  
knordick@cityofsedgwick.org  
316-772-5151

...

**§ 8.3** The Contractor's ~~representative~~ representative(s):

*(Name, address, email address, and other information)*

Cody Nelson  
601 W Main St.  
Marion, KS 66861  
cnelson@nfconstruction.build  
620-203-2662

...

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

(If other than in accordance with a building information modeling exhibit, 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.)

NA

...

None.

PAGE 7

~~.4 Building information modeling exhibit, dated as indicated below: NA  
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)~~  
Drawings As enumerated by the Index Sheet G101 of the Construction Document Set and all associated Addenda

~~.6 Specifications enumerated by the Table of Contents Specification 00110 of the Project Manual and all associated Addenda~~

~~.5 Drawings.~~ 7 Addenda, if any:

Number	Title	Date	Pages
<u>Addendum #1</u>		<u>09/16/2025</u>	<u>9</u>
<u>Addendum #2</u>		<u>09/23/2025</u>	<u>31</u>
<u>Addendum #3</u>		<u>09/25/2025</u>	<u>7</u>

~~.6 Specifications~~

Section	Title	Date	Pages
---------	-------	------	-------

~~.7 Addenda, if any:~~

Number	Date	Pages
--------	------	-------

...

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

...

NA NA NA

...

NA NA NA NA

...

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

[Instructions to Bidders, AIA A701-1997](#)

[Bid Form](#)

[Bid Bond](#)

# Certification of Document's Authenticity

## AIA® Document D401™ – 2003

I, Grant Urban, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:16:46 CT on 10/28/2025 under Order No. 4104247077 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ARCHITECT

(Title)

10/28/2025

(Dated)



# AIA® Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fifth day of November in the year Two-Thousand Twenty-Five. *(Paragraph deleted)* for the following **PROJECT**:

Sedgwick Fire-EMS Station #31  
320 N Washington Ave.  
Sedgwick, KS 67135

### THE OWNER:

City of Sedgwick, KS  
520 N Commercial Ave.  
Sedgwick, KS 67135

### THE CONTRACTOR:

Nelson-Fowles LLC  
601 W Main St  
Marion, KS 66861

### TABLE OF ARTICLES

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

#### ARTICLE A.1 GENERAL

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

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

##### § A.2.1 General

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

##### § A.2.2 Liability Insurance

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

#### ADDITIONS AND DELETIONS:

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

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

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

**§ A.2.3 Required Property Insurance**

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

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

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

Causes of Loss	Sub-Limit
NA	NA

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

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

Coverage	Sub-Limit
NA	NA

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

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

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

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

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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

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

Init.

(Paragraph deleted)

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

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*
  
- § A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits

Init.

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

### § A.3.1 General

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

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

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

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

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

The Contractor shall purchase and maintain insurance for the duration of the Work and until expiration of the period for correction of the Work and those Insurances as identified within the Supplementary Conditions of the Project Manual.

### § A.3.2.2 Commercial General Liability

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than required within the Supplementary Conditions for each occurrence, required within the Supplementary Conditions for general aggregate, and required within the Supplementary Conditions for aggregate for products-completed operations hazard, providing coverage for claims including

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

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

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.

Init.

- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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

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

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than required within the Supplementary Conditions for each accident required within the Supplementary Conditions for each employee, and as required within the Supplementary Conditions for policy limit.

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

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

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than required within the Supplementary Conditions per claim and as required within the Supplementary Conditions in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than required within the Supplementary Conditions per claim as required within the Supplementary Conditions in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than required within the Supplementary Conditions per claim and as required within the Supplementary Conditions in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than required within the Supplementary Conditions per claim and as required within the Supplementary Conditions in the aggregate.

Init.

§ A.3.3 Contractor's Other Insurance Coverage

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

The Contractor shall purchase and maintain insurance for the duration of the Work and until expiration of the period for correction of the Work and those Insurances as identified within the Supplementary Conditions of the Project Manual.

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

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

- § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*
- § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- § A.3.3.2.6 Other Insurance  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

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

Init.  
/

<b>Type</b>	<b>Penal Sum (\$0.00)</b>
Payment Bond	
Performance Bond	

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

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

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

| Not Applicable.

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:16:25 CT on 10/28/2025.

## PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fifth day of November in the year Two-Thousand Twenty-Five.  
*(In words, indicate day, month and year.)*

...

~~(Name and location or address)~~  
Sedgwick Fire-EMS Station #31  
320 N Washington Ave.  
Sedgwick, KS 67135

...

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

City of Sedgwick, KS  
520 N Commercial Ave.  
Sedgwick, KS 67135

...

~~(Name, legal status and address)~~  
Nelson-Fowles LLC  
601 W Main St  
Marion, KS 66861

## PAGE 2

NA

NA

...

NA

NA

## PAGE 3

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

## PAGE 4

~~(If the Contractor is required to maintain insurance for a duration other than the  
The Contractor shall purchase and maintain insurance for the duration of the Work and until expiration of the period  
for correction of Work, state the duration.)~~

the Work and those Insurances as identified within the Supplementary Conditions of the Project Manual.

...

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) required within the Supplementary Conditions for each occurrence, required within the Supplementary Conditions for general aggregate, and required within the Supplementary Conditions for aggregate for products-completed operations hazard, providing coverage for claims including~~

**PAGE 5**

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

...

**§ A.3.2.6** Employers' Liability with policy limits not less than ~~(\$ ) each accident, (\$ ) each employee, and (\$ ) required within the Supplementary Conditions for each accident required within the Supplementary Conditions for each employee, and as required within the Supplementary Conditions for policy limit.~~

...

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

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

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~(\$ ) per claim and (\$ ) required within the Supplementary Conditions per claim as required within the Supplementary Conditions in the aggregate.~~

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

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

**PAGE 6**

~~(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the  
The Contractor shall purchase and maintain insurance for the duration of the Work and until expiration of the period  
for correction of Work, state the duration.)~~

of the Work and those Insurances as identified within the Supplementary Conditions of the Project Manual.

**PAGE 7**

Not Applicable.



# AIA® Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fifth day of November in the year Two-Thousand Twenty-Five. *(Paragraph deleted)* for the following **PROJECT**:

Sedgwick Fire-EMS Station #31  
320 N Washington Ave.  
Sedgwick, KS 67135

### THE OWNER:

City of Sedgwick, KS  
520 N Commercial Ave.  
Sedgwick, KS 67135

### THE CONTRACTOR:

Nelson-Fowles LLC  
601 W Main St  
Marion, KS 66861

### TABLE OF ARTICLES

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

#### ARTICLE A.1 GENERAL

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

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

##### § A.2.1 General

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

##### § A.2.2 Liability Insurance

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

#### ADDITIONS AND DELETIONS:

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

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

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

**§ A.2.3 Required Property Insurance**

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

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

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

Causes of Loss	Sub-Limit
NA	NA

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

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

Coverage	Sub-Limit
NA	NA

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

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

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

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

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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

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

Init.

(Paragraph deleted)

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

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*
  
- § A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits

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

### § A.3.1 General

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

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

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

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

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

The Contractor shall purchase and maintain insurance for the duration of the Work and until expiration of the period for correction of the Work and those Insurances as identified within the Supplementary Conditions of the Project Manual.

### § A.3.2.2 Commercial General Liability

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than required within the Supplementary Conditions for each occurrence, required within the Supplementary Conditions for general aggregate, and required within the Supplementary Conditions for aggregate for products-completed operations hazard, providing coverage for claims including

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

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

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.

Init.

- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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

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

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than required within the Supplementary Conditions for each accident required within the Supplementary Conditions for each employee, and as required within the Supplementary Conditions for policy limit.

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

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

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than required within the Supplementary Conditions per claim and as required within the Supplementary Conditions in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than required within the Supplementary Conditions per claim as required within the Supplementary Conditions in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than required within the Supplementary Conditions per claim and as required within the Supplementary Conditions in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than required within the Supplementary Conditions per claim and as required within the Supplementary Conditions in the aggregate.

Init.

§ A.3.3 Contractor's Other Insurance Coverage

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

The Contractor shall purchase and maintain insurance for the duration of the Work and until expiration of the period for correction of the Work and those Insurances as identified within the Supplementary Conditions of the Project Manual.

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

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

- § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*
- § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- § A.3.3.2.6 Other Insurance  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

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

Init.  
/

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

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

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

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

| Not Applicable.

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

Portion of Work	Substantial Completion Date
All portions of the Work	October 12, 2026

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

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Two Million and Ninety Thousand Dollars and Zero Cents (\$ 2,090,000.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

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

Item	Price
Alternate#1	\$37,000.00
Alternate#2	\$7,500.00
Alternate#3	\$27,500.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Paragraph deleted)*

Item	Price	Conditions for Acceptance
NA		

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

*(Paragraph deleted)*

Item	Price
NA	

§ 4.4 Unit prices, if any:

*(Paragraph deleted)*

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

§ 4.5 Liquidated damages, if any:

*(Paragraph deleted)*

Damages, if any, shall be in accordance with 00 73 00 Supplementary Conditions.

§ 4.6 Other:

NA

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

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

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

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:16:25 CT on 10/28/2025.

## PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fifth day of November in the year Two-Thousand Twenty-Five.  
*(In words, indicate day, month and year.)*

...

~~(Name and location or address)~~  
Sedgwick Fire-EMS Station #31  
320 N Washington Ave.  
Sedgwick, KS 67135

...

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

City of Sedgwick, KS  
520 N Commercial Ave.  
Sedgwick, KS 67135

...

~~(Name, legal status and address)~~  
Nelson-Fowles LLC  
601 W Main St  
Marion, KS 66861

## PAGE 2

NA

NA

...

NA

NA

## PAGE 3

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

## PAGE 4

~~(If the Contractor is required to maintain insurance for a duration other than the  
The Contractor shall purchase and maintain insurance for the duration of the Work and until expiration of the period  
for correction of Work, state the duration.)~~

the Work and those Insurances as identified within the Supplementary Conditions of the Project Manual.

...

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) required within the Supplementary Conditions for each occurrence, required within the Supplementary Conditions for general aggregate, and required within the Supplementary Conditions for aggregate for products-completed operations hazard, providing coverage for claims including~~

**PAGE 5**

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

...

**§ A.3.2.6** Employers' Liability with policy limits not less than ~~(\$ ) each accident, (\$ ) each employee, and (\$ ) required within the Supplementary Conditions for each accident required within the Supplementary Conditions for each employee, and as required within the Supplementary Conditions for policy limit.~~

...

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

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

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~(\$ ) per claim and (\$ ) required within the Supplementary Conditions per claim as required within the Supplementary Conditions~~ in the aggregate.

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

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

**PAGE 6**

~~(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the  
The Contractor shall purchase and maintain insurance for the duration of the Work and until expiration of the period  
for correction of Work, state the duration.)~~

of the Work and those Insurances as identified within the Supplementary Conditions of the Project Manual.

**PAGE 7**

Not Applicable.



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Sedgwick Fire-EMS Station #31  
320 N Washington Ave.  
Sedgwick, KS 67135

### THE OWNER:

*(Name, legal status and address)*

City of Sedgwick, KS  
520 N Commercial Ave.  
Sedgwick, KS 67135

### THE ARCHITECT:

*(Name, legal status and address)*

BG Consultants, Inc.  
4806 Vue Du Lac Place  
Manhattan, Kansas 66503

### TABLE OF ARTICLES

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

### ADDITIONS AND DELETIONS:

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

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

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

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:16:35 CT on 10/28/2025 under Order No.4104247077 which expires on 12/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violation, e-mail docinfo@aiacontracts.com.

User Notes:

(1412913457)

**14 TERMINATION OR SUSPENSION OF THE CONTRACT****15 CLAIMS AND DISPUTES****INDEX**

(Topics and numbers in bold are Section headings.)

**Acceptance of Nonconforming Work**9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3****Access to Work****3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

**Additional Inspections and Testing**9.4.2, 9.8.3, 12.2.1, **13.4****Additional Time, Claims for**3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6****Administration of the Contract**3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

**Allowances****3.8****Applications for Payment**4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

**Arbitration**8.3.1, 15.3.2, **15.4****ARCHITECT****4****Architect**, Definition of**4.1.1**

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,

4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,

9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.4.2, 15.2

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,

3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,

3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

**Award of Subcontracts and Other Contracts for Portions of the Work****5.2****Basic Definitions****1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,

15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

**Bonds, Performance, and Payment**7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5****Building Information Models Use and Reliance****1.8**

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:16:35 CT on 10/28/2025 under Order No.4104247077 which expires on 12/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violation e-mail docinfo@aiacontracts.com.

**User Notes:**

(1412913457)

Building Permit

3.7.1

## Capitalization

### 1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

### Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance

9.10.2

### Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,

7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,

9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

### 7.2.1

## CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,  
11.5

Claims, Definition of

### 15.1.1

Claims, Notice of

1.6.2, 15.1.3

## CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims

15.4.1

### Claims for Additional Cost

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

### Claims for Additional Time

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

**Concealed or Unknown Conditions, Claims for**  
**3.7.4**

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,

11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

### Cleaning Up

### 3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,

6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

### 8.1.2

## Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,

9.10, 12.2, 14.1.2, 15.1.2

## COMPLETION, PAYMENTS AND

**9**

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,

9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1,

13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8,

15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,

15.4.4.2

### Consolidation or Joinder

### 15.4.4

## CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

### 7.3.1

### Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**,

9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

### Contingent Assignment of Subcontracts

**5.4**, 14.2.2.2

### Continuing Contract Performance

### 15.1.4

Contract, Definition of

### 1.1.2

## CONTRACT, TERMINATION OR

## SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

### 1.1.1

### Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,

**9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,

12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

### 9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,

7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,

8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,

14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

Init.

**CONTRACTOR****3**

Contractor, Definition of

**3.1, 6.1.2****Contractor's Construction and Submittal Schedules****3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2**

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

**Contractor's Liability Insurance****11.1**

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1**Correlation and Intent of the Contract Documents****1.2****Cost**, Definition of**7.3.4**

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

**Cutting and Patching****3.14, 6.2.5**

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

**Date of Commencement of the Work**, Definition of**8.1.2****Date of Substantial Completion**, Definition of**8.1.3****Day**, Definition of**8.1.4**

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time****3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5****Digital Data Use and Transmission****1.7**

Disputes

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site****3.11****Drawings**, Definition of**1.1.5**

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

**Emergencies****10.4, 14.1.1.2, 15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:16:35 CT on 10/28/2025 under Order No.4104247077 which expires on 12/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violation e-mail docinfo@aicontracts.com.

**User Notes:**

(1412913457)

Equipment, Labor, or Materials  
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,  
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
 Execution and Progress of the Work  
 1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,  
 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,  
 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4  
 Extensions of Time  
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
 10.4, 14.3, 15.1.6, **15.2.5**  
**Failure of Payment**  
 9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2  
 Faulty Work  
 (See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
 4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3  
 Financial Arrangements, Owner's  
 2.2.1, 13.2.2, 14.1.1.4  
**GENERAL PROVISIONS**  
**1**  
**Governing Law**  
**13.1**  
 Guarantees (See Warranty)  
**Hazardous Materials and Substances**  
 10.2.4, **10.3**  
 Identification of Subcontractors and Suppliers  
 5.2.1  
**Indemnification**  
 3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3  
**Information and Services Required of the Owner**  
 2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,  
 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,  
 14.1.1.4, 14.1.4, 15.1.4  
**Initial Decision**  
**15.2**  
**Initial Decision Maker, Definition of**  
 1.1.8  
 Initial Decision Maker, Decisions  
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
 Initial Decision Maker, Extent of Authority  
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
**Injury or Damage to Person or Property**  
**10.2.8**, 10.4  
 Inspections  
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
 9.9.2, 9.10.1, 12.2.1, 13.4  
 Instructions to Bidders  
 1.1.1  
 Instructions to the Contractor  
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2  
**Instruments of Service, Definition of**  
**1.1.7**  
 Insurance  
 6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**  
 Insurance, Notice of Cancellation or Expiration  
 11.1.4, 11.2.3

**Insurance, Contractor's Liability**  
**11.1**  
 Insurance, Effective Date of  
 8.2.2, 14.4.2  
**Insurance, Owner's Liability**  
**11.2**  
**Insurance, Property**  
**10.2.5**, 11.2, 11.4, 11.5  
 Insurance, Stored Materials  
 9.3.2  
**INSURANCE AND BONDS**  
**11**  
 Insurance Companies, Consent to Partial Occupancy  
 9.9.1  
 Insured loss, Adjustment and Settlement of  
 11.5  
 Intent of the Contract Documents  
 1.2.1, 4.2.7, 4.2.12, 4.2.13  
**Interest**  
**13.5**  
**Interpretation**  
 1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1  
 Interpretations, Written  
 4.2.11, 4.2.12  
 Judgment on Final Award  
 15.4.2  
**Labor and Materials, Equipment**  
 1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,  
 10.2.4, 14.2.1.1, 14.2.1.2  
 Labor Disputes  
 8.3.1  
 Laws and Regulations  
 1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,  
 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,  
 15.4  
 Liens  
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8  
 Limitations, Statutes of  
 12.2.5, 15.1.2, 15.4.1.1  
 Limitations of Liability  
 3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,  
 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,  
 11.3, 12.2.5, 13.3.1  
 Limitations of Time  
 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,  
 15.1.2, 15.1.3, 15.1.5  
**Materials, Hazardous**  
**10.2.4**, **10.3**  
 Materials, Labor, Equipment and  
 1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,  
 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Init.

Means, Methods, Techniques, Sequences and Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

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

**Mediation**

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

**Minor Changes in the Work**

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

**MISCELLANEOUS PROVISIONS**

**13**

**Modifications, Definition of**

**1.1.1**

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

**Mutual Responsibility**

**6.2**

**Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

**Notice**

**1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

**Notice of Claims**

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

**Occupancy**

2.3.1, 9.6.6, 9.8

**Orders, Written**

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

**OWNER**

**2**

**Owner, Definition of**

**2.1.1**

**Owner, Evidence of Financial Arrangements**

**2.2**, 13.2.2, 14.1.1.4

**Owner, Information and Services Required of the**

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

**Owner's Authority**

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,

7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

**Owner's Insurance**

**11.2**

**Owner's Relationship with Subcontractors**

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

**Owner's Right to Carry Out the Work**

**2.5**, 14.2.2

**Owner's Right to Clean Up**

**6.3**

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

**6.1**

**Owner's Right to Stop the Work**

**2.4**

**Owner's Right to Suspend the Work**

14.3

**Owner's Right to Terminate the Contract**

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

**Partial Occupancy or Use**

9.6.6, **9.9**

**Patching, Cutting and**

**3.14**, 6.2.5

**Patents**

3.17

**Payment, Applications for**

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

**Payment, Certificates for**

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

**Payment, Failure of**

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

**Payment, Final**

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

**Payment Bond, Performance Bond and**

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

**Payments, Progress**

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

**PAYMENTS AND COMPLETION**

**9**

**Payments to Subcontractors**

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

**PCB**

10.3.1

**Performance Bond and Payment Bond**

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

**Permits, Fees, Notices and Compliance with Laws**

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

**PERSONS AND PROPERTY, PROTECTION OF**

**10**

Init.

/

Polychlorinated Biphenyl  
10.3.1

**Product Data**, Definition of  
**3.12.2**

**Product Data and Samples, Shop Drawings**  
3.11, **3.12**, 4.2.7

**Progress and Completion**  
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

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

**Project**, Definition of  
**1.1.4**

Project Representatives  
4.2.10

**Property Insurance**  
10.2.5, **11.2**

**Proposal Requirements**  
1.1.1

**PROTECTION OF PERSONS AND PROPERTY**  
**10**

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

Rejection of Work  
4.2.6, 12.2.1

Releases and Waivers of Liens  
9.3.1, 9.10.2

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

Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field  
Conditions by Contractor**  
**3.2**, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and  
Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples  
by Contractor  
3.12

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

**Royalties, Patents and Copyrights**  
**3.17**

Rules and Notices for Arbitration  
15.4.1

**Safety of Persons and Property**  
**10.2**, 10.4

**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

**Samples**, Definition of  
**3.12.3**

**Samples, Shop Drawings, Product Data and  
Samples at the Site, Documents and**  
3.11, **3.12**, 4.2.7

**Samples at the Site, Documents and**  
**3.11**

**Schedule of Values**  
**9.2**, 9.3.1

Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

**Separate Contractors**, Definition of  
**6.1.1**

**Shop Drawings**, Definition of  
**3.12.1**

**Shop Drawings, Product Data and Samples**  
3.11, **3.12**, 4.2.7

**Site**, Use of  
**3.13**, 6.1.1, 6.2.1

Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing  
4.2.6, 12.2.1, 13.4

**Specifications**, Definition of  
**1.1.6**

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

Statute of Limitations  
15.1.2, 15.4.1.1

Stopping the Work  
2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

**Subcontractor**, Definition of  
**5.1.1**

**SUBCONTRACTORS**  
**5**

Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,  
9.6.7

**Subcontractual Relations**  
**5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

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

Submittal Schedule  
3.10.2, 3.12.5, 4.2.7

**Subrogation, Waivers of**  
6.1.1, **11.3**

**Substances, Hazardous**  
**10.3**

**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,  
15.1.2

Init.

/

**Substantial Completion, Definition of****9.8.1**

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

**Sub-subcontractor, Definition of****5.1.2**

Subsurface Conditions

3.7.4

**Successors and Assigns****13.2****Superintendent**

3.9, 10.2.6

**Supervision and Construction Procedures**

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,

7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

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

9.10.5, 14.2.1

Surety

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

15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

**Suspension by the Owner for Convenience****14.3**

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

**Taxes**

3.6, 3.8.2.1, 7.3.4.4

**Termination by the Contractor**

14.1, 15.1.7

**Termination by the Owner for Cause**

5.4.1.1, 14.2, 15.1.7

**Termination by the Owner for Convenience****14.4**

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

**TERMINATION OR SUSPENSION OF THE CONTRACT****14****Tests and Inspections**

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4****TIME****8****Time, Delays and Extensions of**3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,

10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,

5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,

9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,

15.1.3, 15.4

**Time Limits on Claims**

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

**UNCOVERING AND CORRECTION OF WORK****12****Uncovering of Work****12.1**

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

**Use of Site**

3.13, 6.1.1, 6.2.1

**Values, Schedule of**

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

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

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

**Waivers of Subrogation**6.1.1, **11.3****Warranty**

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

15.1.2

Weather Delays

8.3, 15.1.6.2

**Work, Definition of****1.1.3**

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,

13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

Init.

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

### § 1.2 Correlation and Intent of the Contract Documents

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

Init.

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:16:35 CT on 10/28/2025 under Order No.4104247077 which expires on 12/30/2025, is not resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violation e-mail docinfo@aiacontracts.com.

User Notes:

(1412913457)

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

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

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

### § 2.2 Evidence of the Owner's Financial Arrangements

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

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### § 2.3 Information and Services Required of the Owner

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

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

Init.

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

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

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

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

#### § 2.5 Owner's Right to Carry Out the Work

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

Init.

/

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

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

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

### § 3.3 Supervision and Construction Procedures

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

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

### § 3.4 Labor and Materials

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

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

Init.

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

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

### § 3.6 Taxes

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

### § 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

### § 3.10 Contractor's Construction and Submittal Schedules

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

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

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

### § 3.11 Documents and Samples at the Site

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

Init.

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

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

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

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

Init.

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

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

**§ 3.13 Use of Site**

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

**§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

**§ 3.15 Cleaning Up**

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

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

**§ 3.16 Access to Work**

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

**§ 3.17 Royalties, Patents and Copyrights**

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

Init.

**§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

**ARTICLE 4 ARCHITECT****§ 4.1 General**

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

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

**§ 4.2 Administration of the Contract**

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

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

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

**§ 4.2.4 Communications**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

Init.

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

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

### § 6.2 Mutual Responsibility

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

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

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

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

Init.

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

Init.

/

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

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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

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

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

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

Init.

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

## § 8.2 Progress and Completion

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

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

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

## § 8.3 Delays and Extensions of Time

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:16:35 CT on 10/28/2025 under Order No.4104247077 which expires on 12/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violation e-mail docinfo@aiacontracts.com.

User Notes:

(1412913457)

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

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

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

#### § 9.4 Certificates for Payment

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

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

#### § 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

Init.

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

### § 9.6 Progress Payments

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

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

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

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

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

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

Init.

### § 9.7 Failure of Payment

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

### § 9.8 Substantial Completion

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

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

### § 9.9 Partial Occupancy or Use

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

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

Init.

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

#### § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

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

#### § 10.2 Safety of Persons and Property

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

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:16:35 CT on 10/28/2025 under Order No.4104247077 which expires on 12/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violation e-mail docinfo@aiacontracts.com.

User Notes:

(1412913457)

- .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.

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

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

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

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

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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

#### § 10.2.8 Injury or Damage to Person or Property

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

#### § 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

Init.

/

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

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

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

Init.

/

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

Init.

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

#### **§11.5 Adjustment and Settlement of Insured Loss**

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

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

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

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

##### **§ 12.2.2 After Substantial Completion**

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

Init.

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

Init.

/

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

### § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

Init.

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

**§ 14.2 Termination by the Owner for Cause**

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

**§ 14.3 Suspension by the Owner for Convenience**

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

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

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

**§ 14.4 Termination by the Owner for Convenience**

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

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

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

Init.

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

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

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

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

#### § 15.1.4 Continuing Contract Performance

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

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

#### § 15.1.5 Claims for Additional Cost

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

#### § 15.1.6 Claims for Additional Time

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

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

### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

### § 15.2 Initial Decision

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

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

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

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

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

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

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

Init.

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

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

### § 15.3 Mediation

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

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

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

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

### § 15.4 Arbitration

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

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

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

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

**§ 15.4.4 Consolidation or Joinder**

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

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

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

Init.

/

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:16:35 CT on 10/28/2025.

### **PAGE 1**

Sedgwick Fire-EMS Station #31  
320 N Washington Ave.  
Sedgwick, KS 67135

...

City of Sedgwick, KS  
520 N Commercial Ave.  
Sedgwick, KS 67135

...

BG Consultants, Inc.  
4806 Vue Du Lac Place  
Manhattan, Kansas 66503

### **PAGE 2**

**PAGE 10**

The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document 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.

**PAGE 35**

- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or ~~suppliers;~~ Suppliers;

# Certification of Document's Authenticity

## AIA® Document D401™ – 2003

I, Grant Urban, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:16:35 CT on 10/28/2025 under Order No. 4104247077 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ARCHITECT

(Title)

10/28/2025

(Dated)

## Appendix B

**SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS**

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

**Title VI of the Civil Rights Act of 1964** provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)**, as amended, prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin. Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendments Act, which: expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status (presence of child under age of 18, and pregnant women); established new administrative enforcement mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and revised and expanded Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts.

**Section 109, Housing and Community Development (HCD) Act of 1974**, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

**Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

**Age Discrimination Act of 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of or subjected to discrimination under, any program or activity receiving federal financial assistance.

**Executive Order 11063**, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

**Kansas Act Against Discrimination.** It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtors, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of

race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold – without discrimination, segregation, or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

**Section 3 of the Housing and Urban Development Act of 1968**, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located, contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

**Executive Order 11246**, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally-assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay or other forms of compensation and selection or training and apprenticeship.

**Section 503 of the Rehabilitation Act of 1973**, as amended, provides for the nondiscrimination in contractor employment. All recipients of federal funds must certify to the following through all contracts issued:

#### Affirmative Action for Handicapped Workers

1. The contractor will not discriminate against any employee in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
2. The contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**Section 912 of the Cranston-Gonzales National Affordable Housing Act**, as amended, Section 109 (a) of the HCD Act to prohibit discrimination on the basis of religion.

E-Verify - CFR 52.222-54 requires federal contracts committing government contractors (subcontractors) to use the USCIS E-Verify system to verify that all of the contractors employees, (existing and new), directly performing work under federal contracts, are authorized to work in the United States.

### **BUILD AMERICA, BUY AMERICA**

The Build America, Buy America Act (BABA) applies a domestic content procurement preference to CDBG-funded infrastructure projects. The goal of BABA is to uphold the principles of supporting domestic industries and fostering economic growth with American-made products and materials. BABA requires all iron, steel, manufactured products, and construction materials used in the project are produced in the United States or a waiver applies to the domestic content procurement preference. The following applicable federal guidance regarding BABA has been issued:

1. M-24-02 Guidance Update from the Office of Management and Budget (OMB) dated October 2023.
2. The U.S. Department of Housing and Urban Development (HUD) has outlined their implementation of the Buy America Preference in a document dated November 2, 2023 (CPD-2023-12), and titled CPD Implementation Guidance for the Build America, Buy America Act. The implementation of BABA and subsequent expectations varies by each federal agency and is subject to change. Moreover, not every project implementation scenario and circumstances can be anticipated, so staying in contact with Commerce about these experiences, challenges, and questions is highly recommended.

**City of Sedgwick  
City Council Meeting  
November 5, 2025**

**TO: Mayor and City Council**

**SUBJECT: Station 31 – Access Control System**

**INITIATED BY: Administration**

**AGENDA: New Business**

---

**Background:** The Station 31 Project has four components that are outside of the GC solicitation; a/v system, security system, on-site generator, and the vehicle exhaust removal system. Council awarded the on-site generator at the October 1<sup>st</sup> Council Meeting. Staff met with Convergent, who hold the State of Kansas cooperative purchasing contract for access control systems, to discuss procurement and installation of an access control system in the new Fire/EMS station.

**Analysis:** Station 31 will have areas that are accessible to the public during daytime operating hours that are within the office corridor of the station. To ensure offices and medical supply storage areas remain in compliance with security requirements, staff found it prudent to obtain a quotation for installation of an access control system. The proposed system will be an RFID system with credentialed key cards for staff to access the restricted areas of the station. Permissions can be established for each area per employee, with reporting capabilities that allow management to view access areas. This system is expandable and can be implemented throughout other buildings within the city. Furthermore, the system administrator can manage access remotely through any browser allowing them to have full control over individual access from anywhere with an internet connection. Outside of the access control hardware, there will be three perimeter cameras, one vestibule camera, and one fisheye camera located throughout the complex for security purposes.

**Financial:** The quotation utilizes the State of Kansas Cooperative Purchasing Contract No. 57813 for supplies and labor. If approved, the capital fund for the Station 31 project will be utilized to make payment with replenishment of the fund occurring during bonding.

**Recommended Action:** It is recommended that the City Council approve the quotation utilizing the State of Kansas Cooperative Purchasing Contract for a not-to-exceed amount of \$62,027.97.

**Attachments:** Quotation

305 N. Seneca, Wichita, Kansas 67205  
Phone 316-202-1800 Mobile 9289194405  
curt.tarpley@convergint.com

October 13, 2025

Quotation: CT03854894P  
RFP#:  
License/Cert:

Project: Sept 2025 Fire-EMS Station 31  
City of Sedgwick (“Customer” or “You”)  
City of Sedgwick Fire-EMS Station 31  
320 N. Washington Ave Sedgwick, Kansas 67135

On behalf of Convergint’s global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs.

Convergint’s reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry’s top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers’ best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry’s best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

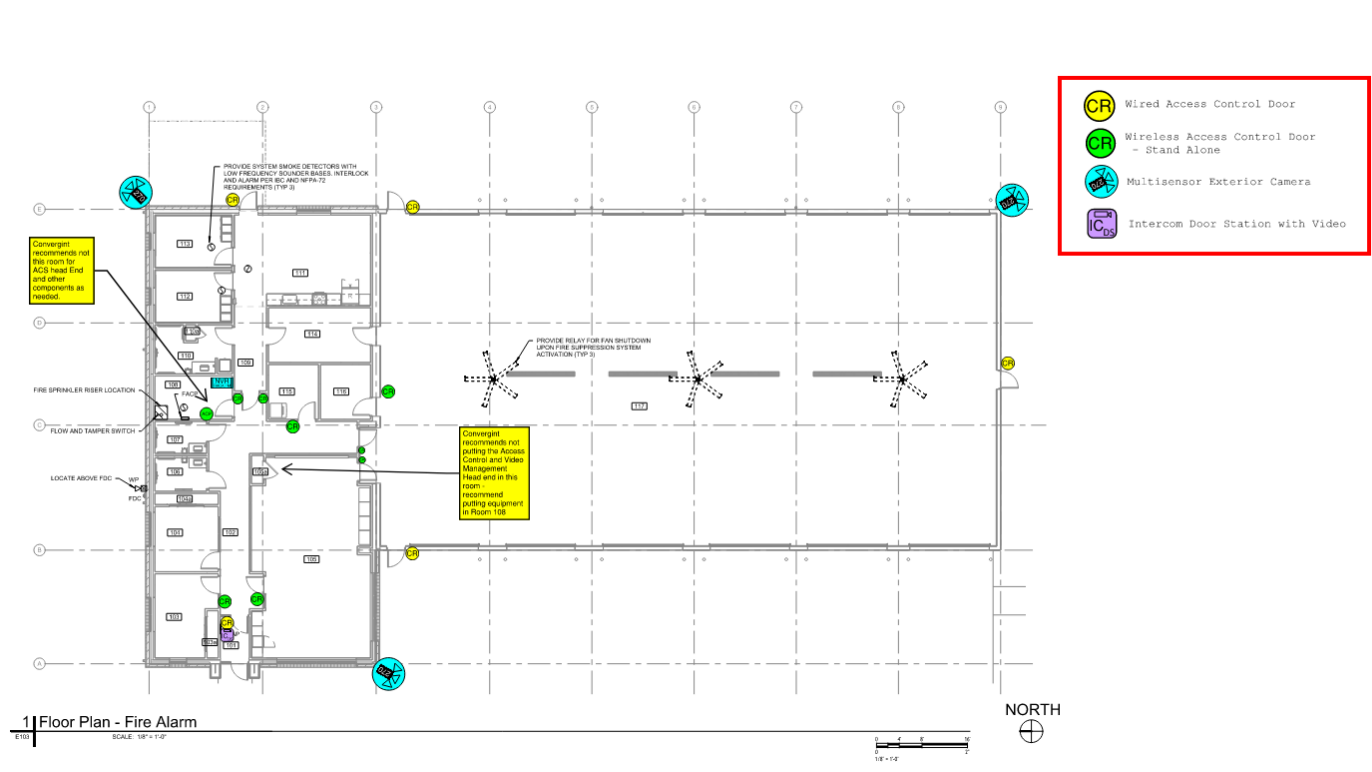
**Scope of Work**

Convergent is providing this proposal based upon the design as shown in the map below. Convergent considers this to be a ROM price, although, we have already gone through the process of pre-negotiation of pricing with our various suppliers and manufacturer partners.

Convergent intends to make this proposal State Contract Compliant, for this version we did not go through that process of compliance review. Once that process is complete, we expect to have lower materials cost than what is represented herein. For the purposes of this proposal, if the design does not change, you (end user) should see a decrease in the overall materials costs, no change to the overall labor costs, therefore a lower installed price should be attainable. Please use this proposal for BUDGETARY purposes only at this time.

Please confirm the design as shown below.

Map: \*Link to Map: [Rev.0 Design with icons.pdf](#)



Convergent shall supply and install all materials as listed in this document as per the map/design. Convergent shall provide and install all wire of the devices listed, we understand that the customer intends to have the electrician install cable, however, there can be warranty related issues with cable installed by others so we wanted you to see the price for us to maintain the warranty from end device, wire, and head end in total for the system components we will provide. Should you wish to see the price without the wire and wire installation included, please advise and we will revise accordingly.

Convergent shall provide a lift for camera installation as need.

Convergent shall provide customer training on all components.

Convergent shall supply up to 50 access control credentials compatible with this system.

Convergent shall not provide AC power or AC power connections, network support, network switches/ports/configurations/IP addresses/etc. relating to the network. Convergent shall not provide items not listed as included specifically. Convergent shall not supply labor associated with parts or materials not listed specifically.

Servers: Convergent has allocated costs for a new video management server representative of the following spec.

- Camera resolution max capability
- 30 days retention
- 15 fps for each camera

Convergent is not providing an access control server for this project. Customer should consider that the requirements for the access control server and software is very lightweight and can run on a system machine that is potentially already in the customer’s environment. If you have questions, concerns, or other needs around this topic, please ask.

**Device Hardening (reduce cyber risk)**

Convergent may provide Device Hardening services for certain qualifying and scoped equipment. Services may include disabling unused & non-essential device features, disabling unused network comms (e.g., services, ports), changing default passwords, and updating firmware. The hardening services provided will depend on the equipment being installed, equipment capabilities, and manufacturer-provided permissions and recommendations. Not all equipment may receive hardening. Ask your Convergent contact for details on qualifying equipment and the hardening services being provided.

These are one-time services — ask your Convergent contact for information on how Convergent can provide ongoing support.

**Convergent cannot guarantee the security of the devices it installs or of Customer’s IT environment, no networked system is completely secure, and Customer remains ultimately responsible for its IT environment.**

**Materials**

Line	Qty	Part	Description	Manufacturer
1			Materials have been quoted State of Kansas Contract #57813 compliant	
2			Server Hardware by customer for ACS	
3			-----	

Line	Qty	Part	Description	Manufacturer
4			Access Control Starter Kit	
5	1.00	SPAONLA BAB	Starter Kit SPAONLINE PPD800 ECB04B0 PCM04K-50	SALTO
6		-----		
7			Licensing	
8	1.00	SPACE- OPT-0032	Alarm Event Licensing to allow Salto to send email notification/integration licensing	Salto
9		-----		
10			Credential Encoder	
11	1.00	ECBO4BO US	Mobile Credential Encoder - must be on customer network	SALTO
12		-----		
13			Access Control Head end and power supply	
14	1.00	T2SAK78D	TROVE2SA2/24VDC@10A/ULX/PTC	Altronix
15	1.00	CU42EOG US	Control Unit, XS4 2.0 Ethernet, two reader capacity with RS485 bus connection, 12V power supply included, Grey Housing	Salto
16	2.00	CU4200T0 0	XS4 2.0 Auxilliary Controller	Salto
17	1.00	BT1212	12V/12AH BATTERY	Altronix
18		-----		
19			Wired Access Control Perimeter Doors	
20	5.00	WRDM0M4 B	SALTO BLE XS4 SPACE Series Standard Wall Reader Bluetooth Compatible, Mifare Desfire, Mullion-Mount, Black	SALTO
21	5.00	9400-630- LBSM	9400-630-LBSM SLIM-LINE RIM SURF MT LATCH/STGNESIS III US32D	HES
22	5.00	DS-DS160	The DS160 Series consists of the DS160 Detector (light gray) and the DS161 Detector (black) specifically designed for Request-to-exit (REX) applications. With features such as timers, door monitor with sounder alert, and point able coverage, the DS160 and DS161 have the flexibility to meet the most stringent REX requirements. The exclusive Sequential Logic Input (SLI) provides added security that is not offered in any other REX device.	Bosch
23	5.00	8080-T-W	RECESSED DOOR SET GRI8080TW 3/4 RECESSED	G.R.I. Telemark Corp.
24		-----		
25			Wire For Perimeter Doors	
26	1.00	446100CT	4 Element Composite Cable Plenum Wht Jkt CT Print	Windy City Wire
27		-----		
28			Door hardware (Stand Alone Interior doors)	
29	8.00	CM250N70 CSB3	MifareBLE HSE XS4 Mini Ansi	SALTO
30		-----		
31			Hanwha Wave VMS Server, Software, and Licensing	

Line	Qty	Part	Description	Manufacturer
32	1.00	SMG-WRN1632S 12TB	2U WAVE PoE NVR (Intel based) with 4 Pro	Hanwha
33	-----			
34			Front Door Intercom	
35	1.00	HAN-TID600R	Video Intercom Station, 2MP@60fps, 1.6mm	Hanwha
36	-----			
37			Exterior Multisensor cameras for 100% viewing and recording around perimeter of building	
38	3.00	PNM-9085RQZ1	Wisenet P series network vandal outdoor Multi-sensor Multi-Directional dome camera, 5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length: 30m, H.265, H.264, MJPEG with WiseStream II technology, 120dB WDR, defocus detection, built in analytics, true D/N, 4x SD card, hallway view, HLC, defog detection, Bi-Directional Audio, Alarm I/O 1/1, IP66, IK10, NEMA4X, -40C ~ +55C (-40F ~ +131F), White, DIS, HPoE Injector included.	AccuTech
39			Associated mounting hardware	
40	3.00	HAN-SBP156KM W	Corner mount	Hanwha
41	3.00	SBP-300NBW	Installation Back box	AccuTech
42	3.00	SBP-317HMWP	HANGING CAP ADAPTER WITHEXTRA STORAGE SPACE. CAN BEUSED WITH	Hanwha
43	3.00	10462247	OUTDOOR WALL&POLE MOUNT	Hanwha
44			Camera Cable	
45	1.00	555610	24-4P Unshielded Solid Plenum Cat5E Wht Jkt	Windy City Wire
46			All Labor has been quoted State of Kansas Contract #57813 compliant	

**Total Project Price**      \$      62,027.97

## Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Supply Chain Delays & Price Adjustments: Customer acknowledges that supply chain disruptions and shipping delays may occur for reasons beyond Convergent's reasonable control and agrees to grant reasonable extensions for such delays. Pricing is based on current market conditions and excludes increases due to tariffs, duties, manufacturer-imposed surcharges, or other cost increases arising from trade policy, regulatory actions, or external factors beyond Convergent's control. If such cost increases arise, Convergent will submit a formal change order, and Customer agrees to approve reasonable adjustments. Convergent will use commercially reasonable efforts to minimize such increases.

**REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGENT-INSTALLED SYSTEM:** See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at [convergent.com/terms](http://convergent.com/terms).

**IMPORTANT NOTICE**

You requested that Convergent provide you with certain security and safety products and services. By using these products and services, you acknowledge that:

- **Under no circumstances should Convergent-provided products and services be your sole method of security or safety.** Effective security and safety require a multi-layered approach involving people, processes, and technologies. Convergent-provided products and services do not guarantee security or safety, will not detect or prevent all threats or risks all the time (including threats they are designed to detect), and will not ensure overall safety and security. You are ultimately responsible for your people, premises, and property, including for maintaining an effective response plan and promptly implementing your response plan in response to alarms or threats.
- **All security products and services have limitations.** No product or service can guarantee safety or security. It is your responsibility to ensure you are informed about product or service limitations and that you regularly test and validate the products and safety plans. Reach out to your Convergent account executive to learn how our support services can help. And if you have a service plan, you are responsible for promptly notifying Convergent in the event of any defect, malfunction, or performance issue with the products and services.
- **Various factors can impact product performance.** Selecting products and settings may involve tradeoffs between the level of security and safety on the one hand and speed, convenience, and cost on the other hand. Convergent can give you guidance, but you are ultimately responsible for selecting products and settings based on your organization's risk profile and tolerance.
- **The products are made by third-party manufacturers, not Convergent.** You are bound by and must use, test, and maintain the products in accordance with the manufacturer's terms and instructions. Convergent does not independently validate the accuracy of claims or statements made by manufacturers, and makes no assurances regarding their accuracy. You are responsible for using the products and services in compliance with laws and regulations applicable to you or as permitted in your jurisdiction.
- **All products and services are governed exclusively by a final agreement.** No advertisement, literature, brochure, website, or statements made during the sale process or otherwise (whether orally or in writing) should be interpreted as a promise, warranty, or other assurance.
- **You have reviewed the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at [convergent.com/terms](https://convergent.com/terms).**

Documentation Available to Convergent			
Specification Section:		Section Name:	
Drawing Sheet:		Drawing Date:	
Addendum:		Addendum Date:	
Other/General Requirements			
Schedule/Completion			

**Performance Items**

Items Included	
Applicable Taxes	Electrified Door Locking Hardware
Freight (prepaid)	Installation of CCTV Cameras
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Low Voltage Wire
Installation of Video Recorders (DVR/NVR)	Lifts
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
One-Year Warranty on Labor	One-Year Warranty on Parts
Owner to Provide Static IP Addresses	Owner Training
Project Management	Servers by Others
System is Design-Build	System Programming
Testing of all Proposed Devices	Wire
Workstations by Others	
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Horizontal Core Drilling
Installation of Bridle Rings	Installation of Conduit, Boxes and Fittings
Installation of Intrusion Panels	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Wire and Cable	Installation of Wire Hangars
Loading Software on Customer Provided Computer	Low Voltage Permits
On-Site Lockable Storage Facility	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Record Documentation (As-Built)
Riser drawing with home run wiring	Servers by Convergent
Specialty Backboxes	Submittal Drawings
System Engineering	System Meets Plans/Drawings
Terminal Cabinets	Termination of Control Equipment Enclosures
Vertical Core Drilling	Workstations by Convergent

**Total Project Investment:**

**\$ 62,027.97**

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

**Curt Tarpley**  
Convergent  
Curt Tarpley

By signing below or accepting the services described in this proposal, Customer accepts and agrees to this proposal, including the enclosed Terms and Conditions, along with any addendums or exhibits that may be attached or referenced therein. Any additional or contrary terms, including on a Customer PO, are expressly rejected. By signing, you represent and warrant that you have authority to accept this proposal on behalf of Customer.

\_\_\_\_\_  
Customer Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

**Convergent Technologies Terms and Conditions (Install & T&M)**

Version 4.1 (US AND CANADA) September 2024

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

**SECTION 1. THE WORK**

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order form) which are in addition to or inconsistent with the terms and conditions of this Agreement, or which are implied by trade, custom, practice or course of dealing, all of which are deemed expressly rejected and will not be binding.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO PEOPLE, PREMISES, OR PROPERTY. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a multi-layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement) and training of its personnel. Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

Applicable to Monitoring Services Only: If Monitoring Services are identified in the Proposal, the parties agree that (a) these Terms and Conditions are not applicable, and (b) Monitoring Services are governed by the Monitoring Services Terms and Conditions effective on the Effective Date of the Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Monitoring Services" is defined as "Services" in the Monitoring Services Terms and Conditions.

**SECTION 2. PRICING**

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

**SECTION 3. INVOICE REMITTANCE AND PAYMENT**

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is

completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

**SECTION 4. WARRANTY**

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

**SECTION 5. CHANGES**

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

**SECTION 6. FORCE MAJEURE**

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

**SECTION 7. INSURANCE**

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

**SECTION 8. INDEMNIFICATION**

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

Applicable to Weapons Detection Only: If Convergent provides Weapons Detection Systems or Services, then such Systems and Services are further governed by the Weapons Detection Addendum effective on the Effective Date of this Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

## SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGINT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

## SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws, rules, and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

## SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Convergent's obligations and liabilities regarding information security and Processing of customer information or data, including Personal Data, are limited to Processing performed by Convergent (if any). OEM and Third Party Product information security and Processing is governed by applicable OEM end user licensing agreements or terms. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent accesses Customer's information systems, Convergent will not be responsible or liable for losses or harms caused by following Customer's instructions, caused by Third Party Products, caused by third party or Customer-specified remote access software, or that are otherwise not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

## SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

## SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of

fuel, such surcharges to be specified and invoiced by Convergent.

## SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

## SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

## SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, limitation of liability, confidentiality and disputes shall survive the termination of this Agreement.

Convergent provides additional product safety and service information at <https://www.convergent.com/terms/> (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which it encourages Customer to review prior to use.

**City of Sedgwick  
City Council Meeting  
November 5, 2025**

**TO: Mayor and City Council**

**SUBJECT: Station 31 – A/V System**

**INITIATED BY: Administration**

**AGENDA: New Business**

---

**Background:** The Station 31 Project has four components that are outside of the GC solicitation; a/v system, security system, on-site generator, and the vehicle exhaust removal system. Council awarded the on-site generator at the October 1<sup>st</sup> Council Meeting. Staff met with WAV Services, who are the sole provider/installer of station A/V systems in this area, to finalize the layout and obtain system pricing.

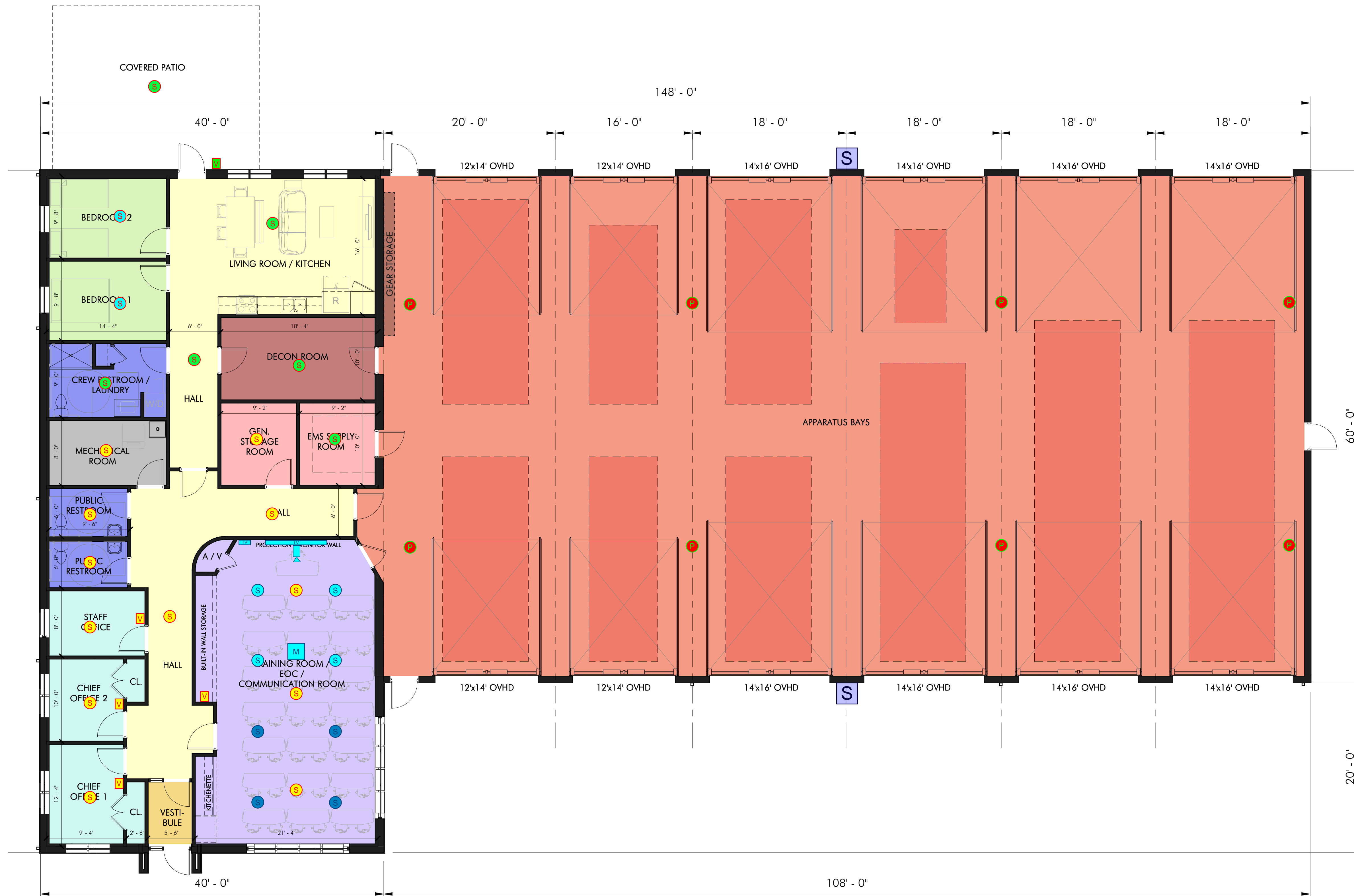
**Analysis:** WAV Services Inc. is a Derby based company that focuses on installation of a/v systems that meet the daily requirements of Fire/EMS Departments. Most recently, they have completed installation of systems for the City of Andover during their station build and remodels. The components identified for installation include speakers strategically placed throughout the station that will automatically sound calls and information, TV installations in the training room, offices, and crew common areas, and the establishment of an a/v system in the training room equipped for onsite and offsite meetings. The system will be fully installed by WAV Services and staff will receive training on the utilization of the system upon completion of installation. The system components will have manufacturers warranties ranging between three and five years along with an installers warranty of one year.

**Financial:** Due to tariffs, these components are subject to price volatility. Since obtaining the original quotation in September, the price has increased 5%. WAV Services Inc. has stated they would honor the original quotation amount. If approved, this money would come from the CIP and be replenished during bonding.

**Recommended Action:** It is recommended that the city council award the bid to WAV Services Inc. for a not-to-exceed amount of \$53,966.

**Attachments:** Plan Diagram, Quotation





## Schematic Floor Plan - New Construction

Preliminary Project Planning

24-1295 Sedgwick Fire-EMS Station

**City of Sedgwick  
City Council Meeting  
November 5, 2025**

**TO:** Mayor and City Council

**SUBJECT:** Emergency Medical Services Mutual Aid Agreement

**INITIATED BY:** Administration

**AGENDA:** New Business

---

**Background:** Prior to 2017, the City was part of a county wide mutual aid agreement for emergency medical services. With the resurgence of the City EMS service, staff felt it prudent to reestablish this agreement with the agencies within the county. This agreement has been presented and approved to form by the governing bodies of the cities of Hesston, Newton, and Halstead.

**Analysis:** The agreement language is verbatim of the original agreement and states that all participating agencies in Harvey County would be able to request mutual aid assistance from each other in case of emergency. Each agency's director could decline assistance if they are unable to fulfill the request due to an ongoing emergency locally or if by providing assistance an undue hardship would be present within their community.

**Financial:** In providing mutual aid, if we transport or provide services to a patient, we would be the agency who would bill for services. Aside from that, there are no additional costs to provide this service.

**Recommended Action:** It is recommended that the governing body approve the mutual aid agreement as presented.

**Attachments:** Agreement

## EMERGENCY MEDICAL SERVICE MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into and is effective as to each of the signatories upon the execution of this Agreement by each as shown below.

WHEREAS, the parties consist of municipalities in the State of Kansas which desire to secure to their respective geographical area the benefits of mutual aid with each other in emergency medical service equipment, personnel and other resources, for the protection of life during emergencies, such as emergency medical incidents, rescue incidents and natural disasters;

NOW THEREFORE, in consideration of the mutual promises herein set forth the parties agree as follows:

I. The term Requesting Party shall mean a signatory emergency medical service organization that is requesting mutual aid assistance from other emergency medical service organizations under the terms of this Agreement. The term Responding Party shall mean a signatory emergency medical service organization that is called upon to provide mutual aid assistance under the terms of this Agreement.

2. Upon request for mutual aid assistance, the Responding Party will send equipment, personnel and other resources to any point within the area for which the Requesting Party normally provides services. The authority in charge of the Responding Party shall be the sole judge of whether the request for assistance can be furnished under the circumstances of each particular case, if any. It is agreed that the parties shall not be liable in any way to the other, or to its inhabitants, or to any other person, firm, or corporation for failure to give assistance requested, or for the level of assistance provided, or for any other reason. Instances in which the Responding Party may not provide assistance as requested include, but are not limited to, those instances in which in the judgment of the authority in charge of the Responding Party, the rendering of such assistance may compromise the safety of the area served by the Responding Party.

3. Any dispatch of equipment or personnel pursuant to this Agreement is subject to the following conditions:

- (a) Any request for aid hereunder shall include a statement of the requested resources, and shall specify the location for response.
- (b) The parties agree to operate and coordinate the emergency incident within the organizational framework of the Incident Command/Management System.
- (c) The Responding Party's operational units shall be under the immediate supervision of the Responding Party's designated representative.
- (d) Each of a party's personnel shall abide by and be subject to the rules, regulations, policies, general orders and standard operating procedures of his or her own employer. Such rules, regulations, policies, general orders and standard operating

procedures shall stand, control and supersede any contradictory or contrary direct orders given such personnel by the personnel of any other party, even though the latter may be in a position of command as to the incident.

- (e) A Responding Party shall be released by the Requesting Party when, in the judgment of the Incident Commander, the services of the Responding Party are no longer required; provided, however, it is mutually recognized that each party hereto owes its primary allegiance and services to its own area and, therefore, the Responding Party may be recalled by its Emergency Medical Service Director or other appropriate designated representative if a need exists for the Responding Party to return to its normal service area.
- (f) Each party agrees to cooperate and participate in the development of operational guidelines to be used during response incidents, including guidelines covering dispatch procedures, communications, apparatus response, tactical operations, medical control and EMS protocols, incident command and incident reporting.

4. Each party, in consideration of this Agreement to provide assistance, does so at its own expense and does hereby waive any and all claims against each of the other parties hereto for reimbursement, damages or compensation for any costs, losses, damages, personal injuries, deaths, or any other matters occurring as a consequence of performance, or lack of same, under this Agreement. Nothing herein, however, shall prevent or restrict the submission of the expenses of any party for payment or reimbursement from any State or federal agency which otherwise has responsibility therefor, or for payment or reimbursement from any non-party to this Agreement who may have legal liability in relation to the incident and the costs of response.

5. In the absence of a specific written agreement between the parties providing otherwise, and regardless of who might be directing the actions of the personnel of any party hereto while such personnel are in the course of providing aid and assistance, all personnel of a Responding Party shall remain the employees of the Responding Party for all purpose of pay, benefits and insurance coverage of all types, including workers compensation insurance and including responsibility for workers compensation coverage and benefits. This provision shall likewise apply as to personnel who are engaged in any other types of cooperative law enforcement activities, including task forces and special investigative or response teams.

6. It is recognized that the interests herein are mutual and the contract is entered into for the common good of the general public of the parties hereto, and solely for the overall governmental purposes of each. All parties to this Agreement shall to the extent possible comply with and enjoy the benefits of all applicable Kansas statutes and administrative rules as they address the services to be provided herein.

8. The term of this Agreement shall be for one (1) year from the date of this Agreement. This Agreement shall automatically renew on each anniversary date hereof in the absence of a termination thereof. Any party may terminate their participation in this Agreement by providing written termination notice to the other parties not less than three (3) months prior to an annual renewal date of the Agreement.

9. This Agreement, and every part thereof, shall be mutually binding upon the parties hereto, their respective successors in interest and assigns.

10. This Agreement contains the entire agreement between the parties hereto and no additions or modifications of any term or provisions shall be effective unless set forth in writing, signed by all the parties.

11. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day, month and year as indicated below.

CITY OF SEDGWICK, KANSAS

BY: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF NEWTON, KANSAS

BY: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF HALSTEAD, KANSAS

BY: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

BURRTON CONSOLIDATED FIRE  
DISTRICT # 5

BY: \_\_\_\_\_  
Fire Board Chair

ATTEST:

\_\_\_\_\_  
Treasurer

CITY OF HESSTON, KANSAS

BY: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk