



CITY COUNCIL AGENDA

Council Chambers, 865 SE Barrington Drive

April 5, 2016

6:00 PM

CALL TO ORDER

Invocation - Led by Reverend Rilla Barrett of St. Stephen's Episcopal Church

Pledge of Allegiance - Led by Mayor Severns

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- a. Proclamations
- b. Honors & Recognitions
 - i. Employee Recognition for Lisa Edlin, Police Department Receptionist - 10 years
- c. Community Presentations

3. CITIZEN COMMENT PERIOD

Citizens may comment on subjects of interest not listed on the agenda or items listed on the Consent Agenda. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak.

4. CONSENT AGENDA

Items on the Consent Agenda are considered to be routine by the Council and will be enacted with one motion unless separate discussion is requested. Approval of the Consent Agenda authorizes the Mayor to implement each item in accordance with staff recommendations.

Consent Items

- a. Minutes of the Regular Council Meeting on March 15, 2016, and the Workshop Meeting on March 23, 2016
- b. Approval of Accounts Payable Vouchers and Payroll Checks
- c. Ordinance No. 1764: Amending Bond Ordinance No. 1756
- d. Ordinance No. 1759: Amending OHMC 2.310.050 regarding Professional Service Contracts

- e. Ordinance No. 1762: Repealing OHMC Ch. 2.246 regarding ADA Review Committee and OHMC Ch. 2.35 regarding Program of Monetary Awards for City Employees
- f. Resolution 16-12: Amending Schedule B (Finance & Utilities) of the Master Fee Schedule
- g. Resolution 16-13: Supporting continued state funding of the MRSC with no conditions
- h. Reappointment: Nora Daniel to the Police Community Advisory Board
- i. Appointment: Melissa Riker to the Parks Board as Full Member
- j. Appointment: Julie Fakkema to the Park Board as the Alternate Member
- k. Appointment: Alyssa Merriman to the Planning Commission
- l. Appointment: Cheryl Lawler to the Police Community Advisory Board
- m. Appointment: Hal Hovey to the Planning Commission
- n. City-Wide Auctioneer Agreement 2016
- o. Interlocal Agreement for Auction Services-Island County
- p. Interlocal Agreement for Auction Services-Oak Harbor School District
- q. Interlocal Agreement for Auction Services-North Whidbey Fire and Rescue
- r. Interlocal Agreement for Auction Services-Town of Coupeville
- s. Bid Award-Jail and Evidence Security System
- t. North Whidbey Sportsmen's Association Range Agreement - Oak Harbor Police Department
- u. F-Dock Breakwater Repair - Professional Services Agreement with Moffatt & Nichol for Engineering Services
- v. Confirmation of Finance Director Patricia Soule

5. STAFF, MAYOR & COUNCIL COMMENTS

- a. City Administrator
 - i. Clean Water Facility Update by City Staff
 - ii. 2016 Marathon Update by Race Director
- b. Mayor
- c. Councilmembers

6. PUBLIC HEARINGS & MEETINGS

To speak during a scheduled public hearing or meeting, please sign-in on the sheet provided in the Council Chambers. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak.

- a. None

7. ORDINANCES & RESOLUTIONS

- a. None

8. CONTRACTS & AGREEMENTS

- a. Clean Water Facility - General Contractor/Construction Manager GMP Amendment #7

9. OTHER ITEMS FOR CONSIDERATION

- a. None

ADJOURN

It is the policy of the City to assure disabled persons the opportunity to participate in or benefit from City services. Where possible the City will provide reasonable accommodation in compliance with WLAD, ADA, and any other applicable laws. Requests for accommodation should be made two (2) days in advance of the scheduled meeting by contacting the City Clerk at (360) 279-4539.

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.a
Date: April 5, 2016
Subject: Minutes of the Regular Council Meeting on March 15, 2016, and the Workshop Meeting on March 23, 2016

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Approve the Minutes of the Regular Meeting on March 15, 2016 and the Workshop Minutes on March 23, 2016 as presented.

BACKGROUND / SUMMARY INFORMATION

N/A

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [March 15, 2016 Minutes](#)
2. [March 23, 2016 Minutes](#)

Oak Harbor City Council
Regular Meeting Minutes
March 15, 2016

CALL TO ORDER

Mayor Bob Severns called the meeting to order at 6:00 p.m.

ROLL CALL

City Council Present:

Mayor Bob Severns
Councilmember Erica Wasinger
Councilmember Joel Servatius
Councilmember Jim Campbell
Councilmember Beth Munns

Staff Present:

City Administrator/Finance Director Dr. Merriman
City Attorney Nikki Esparza
Public Works Director Cathy Rosen
Development Services Director Steve Powers
City Engineer Joe Stowell
Project Engineer Brett Arvidson
Chief of Fire Ray Merrill
Chief of Police Ed Green
Economic Development Coordinator Barbara Spohn
Development Services Director Kathy Gifford

Councilmember Almberg and Mayor Pro Tem Danny Paggao were absent.

CALL TO ORDER

Pastor John Ney of Christ the King Community Church provided the invocation, and then Mayor Severns led the pledge of allegiance.

EXCUSE ABSENT COUNCILMEMBERS

Motion: Councilmember Munns moved to excuse Mayor Pro Tem Danny Paggao and Councilmember Almberg, seconded by Council member Campbell, unanimously approved.

APPROVAL OF AGENDA

Motion: Councilmember Servatius moved to approve the Agenda as presented, motion seconded by Councilmember Hizon, and the motion was unanimously approved.

PRESENTATIONS

Community Presentations

Fire Department 2015 Annual Report
Fire Chief Ray Merrill presented the Annual Report.

Councilmembers asked about false calls and fire inspections. Councilmembers expressed their appreciation of the Fire Department personnel.

CITIZEN COMMENT PERIOD

Mayor Bob Severns opened the Citizen Comment Period at 6:39 p.m.

Citizens Speaking
Hal Hovey

The comment period was closed at 6:44 p.m.

CONSENT AGENDA

- a. Minutes of the Regular City Council Meeting held on March 1, 2016
- b. Approval of Accounts Payable and Check Numbers
- c. Appointment: Melissa Riker to the Parks Board as a Full Member
- d. Re-appointment: Nora Daniel to the Police Community Advisory Board
- e. Interlocal Agreement with Skagit Valley College – HVAC
- f. Tyler Technologies Agreement – Tyler Cashiering Software
- g. Purchase Authorization – Police Department Copier
- h. Janitorial Contract Services Extension
- i. Prothman PSA: HR Director Recruitment

Motion: Councilmember Servatius moved to approve Consent Agenda Items as presented, motion seconded by Councilmember Hizon, motion passed by unanimous vote.

STAFF, MAYOR & COUNCIL COMMENTS

City Attorney Esparza and City Engineer Joe Stowell spoke to Mr. Hovey's public comment.

City Administrator

Doug spoke about the Washington D.C. and his interaction with the Washington delegation which included conversations about municipal bond interest for the Treatment Plant, block grant opportunities and digital technologies.

Dr. Merriman also announced the City Council Workshop on March 23, 2016 at 3:00 p.m. and the Investment Committee will meet at 2:00 p.m.

Dr. Merriman thanked city staff for their work during the recent storm event.

Clean Water Facility Project Update by City Staff

City Engineer Joe Stowell provided the Council with an update on the Clean Water Facility Project.

Councilmembers asked follow-up questions regarding the Clean Water Facility Project.

Mayor

Mayor Bob Severns spoke about the Washington D.C. trip. He thanked the citizens and Council for giving him that opportunity. He felt there were constructive conversations regarding the changes at NAS Whidbey Island. The trip included a day at the Pentagon and several presentations by the military about their plans and how we can work better together. Mayor Severns also thanked Councilmember Munns for her work on the Board of the Association of Washington Cities.

Councilmembers

Councilmember Campbell spoke about his work on the Sister Cities Committee and the Task Force for the PBY Association.

Councilmember Munns spoke about the Washington D.C. trip and her opportunity to exchange ideas with other Washington State communities. She spoke about discussions about how to get broad band to our community, military connections through National League of Cities and Base Realignment Adjustment.

Councilmember Servatius reported that the Washington D.C. trip was very reassuring regarding the future of NAS Whidbey Island, there were discussions about affordable housing, opioid heroin epidemic and digital connectivity. Mr. Servatius also thanked City staff for their work during the storm event and spoke about erosion. He also commended Angela Braunstein for work on the Fire Department annual report.

Councilmember Hizon acknowledged Mr. Hovey's point about Council doing a better job about explaining decisions once they are made.

Councilmember Wasinger spoke about a meeting she attended between sports organization leaders and the Parks Department. She thanked Hank Nydam and the Parks Department for coordinating with the organization on the many sports events in our community which enhances our quality of life.

Mayor Severns called a five (5) minute recess at 7:20 p.m. The meeting reconvened at 7:25 p.m.

PUBLIC HEARINGS & PUBLIC MEETINGS

Ordinance No. 1760: 2017-2018 Wastewater Rates

City Administrator Dr. Merriman presented the staff report and recommended approval. Mr. Shawn Koorn, consultant from HDR also made a presentation regarding the sewer utility and the rates.

Councilmembers discussed, Dr. Merriman and Mr. Koorn responded to Council's respective questions.

Mayor Severns opened the item for public comment at 7:44 p.m., no comments, closed at 7:44 p.m.

Ordinance No. 1760: 2017-2018 Wastewater Rates

Motion: Councilmember Hizon moved to adopt Ordinance No. 1760, seconded by Councilmember Munns, unanimously approved.

Ordinance No. 1758: SW 3rd Avenue Properties Rezoning Ordinance

Senior Planner Cac Kamak provided the staff report and recommended approval.

Mayor Severns opened the item for public comment at 7:56 p.m., no comments, closed at 7:56 p.m.

Ordinance No. 1758: SW 3rd Avenue Properties Rezoning Ordinance

Motion: Councilmember Servatius moved to adopt Ordinance No. 1758, seconded by Councilmember Campbell, unanimously approved.

Councilmember Munns commented about a scam phone call that she received and the Police Department's response.

Councilmember Wasinger added that the Ms. Oak Harbor Scholarship Pageant is this Saturday and thanked River Powers and Jes Walker-Wyse for their work on the contest.

ADJOURN

Motion: Councilmember Campbell moved to adjourn, seconded by Councilmember Servatius, unanimously approved.

Meeting adjourned at 8:15 p.m.

Kathy Gifford, Executive Assistant to the
Development Services Director

Oak Harbor City Council
Workshop Meeting Minutes
March 23, 2016

CALL TO ORDER

Mayor Pro Tem Paggao called the meeting to order at 3:00 p.m. and asked for introductions.

ROLL CALL

City Council Present:

Mayor Pro Tem Danny Paggao
Councilmember Tara Hizon
Councilmember Beth Munns
Councilmember Erica Wasinger
Councilmember Joel Servatius
Councilmember Rick Almberg

Staff Present:

City Administrator/Finance Director Dr. Merriman
City Attorney Nikki Esparza
Development Services Director Steve Powers
Senior Planner Dennis Lefevre
City Engineer Joe Stowell
Project Engineer Brett Arvidson
Project Engineer Arnie Peterschmidt
Senior Planner Dennis Lefevre
Chief of Fire Ray Merrill
Chief of Police Ed Green

Mayor Severns and Councilmember Campbell were absent.

1. DEPARTMENTAL BRIEFINGS

a. Transportation Plan Update – Project List/Financial Concepts – DS/ENG

Staff report provided by Senior Planner Dennis Lefevre and consultant team Kendra Breiland and Alex Riemondy.

Questions from Council.

b. Windjammer Park Integration Plan Project Update

Steve Powers, Development Director provided the staff report.

c. 2016 Update – Urban Growth Areas Element

Steve Powers, Development Director presented the staff report.

Comments from Members of Council.

2. PENDING AGENDA ITEMS

a. Clean Water Facility – Hoffman Concrete Services

City Engineer Joe Stowell provided information to the Council regarding this pending item.

Questions and discussion from City Council.

3. EMERGING ISSUES

None.

ADJOURN

Meeting adjourned at 4:48 p.m.

Anna M. Thompson, City Clerk

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.b
Date: April 5, 2016
Subject: Approval of Accounts Payable
Vouchers and Payroll Checks

FROM: Dr. Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers and Check Numbers listed in the Background/ Summary Information section below.

BACKGROUND / SUMMARY INFORMATION

Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (vouchers) payment. The documentation that regularly supports the signature coversheets is attached. Claim coversheets will be provided prior to the City Council meeting for appropriate Council signatures.

The following Voucher and Check Numbers are submitted for approval:

Accounts Payable Voucher Numbers:

- Voucher Numbers 165869 through 166072 in the amount of \$3,271,599.41.

Payroll Check Numbers:

- Direct Deposit check numbers 37504 - 37660.

- EFT check numbers 792 - 796.

- Payroll check numbers 98742 - 98794.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Voucher Listing](#)

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165869	3/22/2016	0006638 WASHINGTON STATE PARKS &	032216		SPECIAL ACTIVITY PERMIT	250.00
					Total :	250.00
165870	3/22/2016	0000600 NORTHWEST CLEAN AIR AGENCY	031116		PERMIT FEE	1,122.00
					Total :	1,122.00
165871	3/24/2016	0007350 EVAN PILCHIK PHOTOGRAPHY	X-8		PHOTOGRAPHY SERVICES	2,600.00
					Total :	2,600.00
165872	3/24/2016	0005912 GREENLAYER	7855		MARATHON SHIRTS	7,685.29
					Total :	7,685.29
165873	3/24/2016	0005912 GREENLAYER	7857		MARATHON SHIRTS	3,025.54
					Total :	3,025.54
165874	3/24/2016	0005912 GREENLAYER	7834		MARATHON SHIRTS	1,535.00
					Total :	1,535.00
165875	3/24/2016	0005912 GREENLAYER	7856		MARATHON SHIRTS	3,126.21
					Total :	3,126.21
165876	3/25/2016	0000860 STANDARD INSURANCE COMPANY	022916		LONG TERM DISABILITY	4,669.69
					Total :	4,669.69
165877	3/25/2016	0000950 LICENSING, WASHINGTON STATE DEPT OF	030416		CONCEALED WEAPONS PERMITS	250.00
					Total :	250.00
165878	3/25/2016	0000960 REVENUE, WASHINGTON STATE DEPT OF	030316		SALES/USE TAX	45,615.37
					Total :	45,615.37
165879	3/30/2016	0007449 A-1 PERFORMANCE, INC	25029		EXP REIMB	74.04
					Total :	74.04
165880	3/30/2016	0000007 AA ELECTRIC	9466		NE 7TH LIFT STATION	173.92
			9468		PHOTOCELL	15.45
					Total :	189.37

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165881	3/30/2016	0008080 ADORAMA	18063450		PROTERCTOR FILTER	61.00
Total :						61.00
165882	3/30/2016	0005187 ALL AMERICAN GASKET, INC	13796		BOLT HOLES	222.87
Total :						222.87
165883	3/30/2016	0000424 ALL BATTERY SALES AND SERVICE	72245421		BATTERIES	166.12
Total :						166.12
165884	3/30/2016	0000029 ALL PHASE ELECTRIC SUPPLY	0952-785462		STEEL TOP CAPS	95.59
Total :						95.59
165885	3/30/2016	0005903 ALLDATA	2002026055		SUBSCRIPTION RENEWAL	1,630.50
Total :						1,630.50
165886	3/30/2016	0008164 ALLEN, DAVID	2139		MOORAGE REFUND	131.21
Total :						131.21
165887	3/30/2016	0000037 AMERICAN WATER WORKS	7001179439		MEMBERSHIP RENEWAL	1,920.00
Total :						1,920.00
165888	3/30/2016	0000712 AMERIGAS	3049817419 3050370832		TANK RENTAL PROPANE	107.61 150.06
Total :						257.67
165889	3/30/2016	0002044 ANACORTES.NET/HOW IT WORKS	36588 36596 47573 47666		MAR 2016 WEB HOSTING MAR 2016 WEB HOSTING SIGN UP LINK WEBSITE REDESIGN	75.00 15.95 21.25 400.00
Total :						512.20
165890	3/30/2016	0007077 ANDREWS, SARA	031116 031116A 032216 032216A 032216B 032216C		PUBLIC DEFENSE PUBLIC DEFENSE PUBLIC DEFENSE PUBLIC DEFENSE PUBLIC DEFENSE PUBLIC DEFENSE	300.00 600.00 300.00 300.00 300.00 600.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165890	3/30/2016	0007077 0007077 ANDREWS, SARA	(Continued)			Total : 2,400.00
165891	3/30/2016	0005001 ARAMARK	1988438190		UNIFORM SERVICES	23.06
			1988438191		UNIFORM SERVICES	14.63
			1988438192		UNIFORM SERVICES	20.19
			1988438193		UNIFORM SERVICES	17.31
			1988438194		UNIFORM SERVICES	20.99
			1988438195		UNIFORM SERVICES	42.78
			1988438196		UNIFORM SERVICES	10.87
			1988442588		UNIFORM SERVICES	19.94
			1988442589		UNIFORM SERVICES	26.96
			1988449124		UNIFORM SERVICES	24.69
			1988449125		UNIFORM SERVICES	49.18
			1988449126		UNIFORM SERVICES	17.74
			1988449127		UNIFORM SERVICES	15.95
			1988449128		UNIFORM SERVICES	25.07
			1988449129		UNIFORM SERVICES	42.78
			1988449130		UNIFORM SERVICES	10.87
			1988453465		UNIFORM SERVICES	16.59
			1988453468		UNIFORM SERVICES	19.94
			1988453469		UNIFORM SERVICES	26.96
			1988459998		UNIFORM SERVICES	24.69
			1988459999		UNIFORM SERVICES	14.63
			1988460000		UNIFORM SERVICES	19.10
			1988460001		UNIFORM SERVICES	15.67
			1988460002		UNIFORM SERVICES	22.35
			1988460003		UNIFORM SERVICES	42.78
			1988460004		UNIFORM SERVICES	10.87
			1988464414		UNIFORM SERVICES	19.94
			1988464415		UNIFORM SERVICES	25.87
			1988470934		UNIFORM SERVICES	14.63
			1988470935		UNIFORM SERVICES	19.10
			1988470936		UNIFORM SERVICES	17.31
			1988470937		UNIFORM SERVICES	22.35
			1988470938		UNIFORM SERVICES	42.78
			1988470939		UNIFORM SERVICES	10.87
			1988475285		UNIFORM SERVICES	16.59

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165891	3/30/2016	0005001 ARAMARK	(Continued) 1988475288 1988475289 24.69		UNIFORM SERVICES UNIFORM SERVICES UNIFORM SERVICES	19.94 27.07 24.69
Total :						857.73
165892	3/30/2016	0006865 ARMADA	032416		COLLECTION FEE/36-437404-07	282.34
Total :						282.34
165893	3/30/2016	0000053 ARROW PEST CONTROL, INC	166086		CELL MAINTENANCE	108.70
Total :						108.70
165894	3/30/2016	0004019 ASSOCIATED PETROLEUM PRODUCTS	0883813-IN		FUEL	3,908.83
Total :						3,908.83
165895	3/30/2016	0000055 ASSOCIATION OF WASHINGTON	39712		2015 RETRO PROGRAM	12,951.19
Total :						12,951.19
165896	3/30/2016	0000159 AT&T MOBILITY	287249477751X0324201		AIRCARDS	407.35
Total :						407.35
165897	3/30/2016	0000065 AVOCET ENVIRONMENTAL TESTING	1600605-IN 1600710-IN		TESTING TESTING	46.00 105.00
Total :						151.00
165898	3/30/2016	0007302 BAHLMANN, ANGELA	1		TRAVEL REFUND	15.00
Total :						15.00
165899	3/30/2016	0004733 BARRON HEATING & AIR COND, INC	175372		SPLIT SYSTEM MAINTENANCE	265.12
Total :						265.12
165900	3/30/2016	0000082 BAYSHORE OFFICE PRODUCTS, INC	0668294-001 0668294-002 0671844-001		BUDGET ARM/KEYBOARD TRAY PENINSULA/DRAWER/FILE/HUTCH COUNTERTOP	369.47 3,863.64 2,733.81
Total :						6,966.92
165901	3/30/2016	0000097 BEST WESTERN HARBOR PLAZA	1741		HOTEL ACCOMMODATIONS/HERRICK	109.59

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165901	3/30/2016	0000097 0000097 BEST WESTERN HARBOR PLAZA	(Continued)			Total : 109.59
165902	3/30/2016	0000103 BLADE CHEVROLET, INC	167440		COOLER	142.44
			167516		COOLER	-142.44
			170407		PUMP KIT	59.41
					Total :	59.41
165903	3/30/2016	0007807 BLIND ENTERPRISES	2662		NAME TAGS	10.50
					Total :	10.50
165904	3/30/2016	0001558 BOUND TREE MEDICAL, LLC	82088178		STETHOSCOPES/BP SYSTEM/DEFIB P/	481.60
					Total :	481.60
165905	3/30/2016	0000627 CAPITAL ONE COMMERCIAL	826574		SUPPLIES	439.13
			845549		SUPPLIES	1,896.52
					Total :	2,335.65
165906	3/30/2016	0006215 CAROLLO	0147930		PROF SVC/WASTEWATER TREATMENT	478,935.35
			0147931		PROF SVC/WASTEWATER TREATMENT	501,698.98
					Total :	980,634.33
165907	3/30/2016	0006016 CARTER, MARGOT L	032316		PUBLIC DEFENSE	300.00
					Total :	300.00
165908	3/30/2016	0000150 CASCADE NATURAL GAS	03963180678		NATURAL GAS/210	25.80
			08793000004		NATURAL GAS/POLICE STATION	357.94
			11829220273		NATURAL GAS/208	219.91
			12470743597		NATURAL GAS/207	11.44
			13275491754		NATURAL GAS/205	27.48
			36624000000		NATURAL GAS/FIRE STATION	1,137.41
			40661045647		NATURAL GAS/ANIMAL SHELTER	192.33
			45420760055		NATURAL GAS/202	122.01
			57309970234		NATURAL GAS/201	10.60
			58793000009		NATURAL GAS/CITY HALL	494.08
			62337906945		NATURAL GAS/204	72.21
			67984882349		NATURAL GAS/209	66.30
			80434000008		NATURAL GAS/CITY SHOP	1,346.01
			82193000005		NATURAL GAS/ANNEX	65.74

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165908	3/30/2016	0000150	CASCADE NATURAL GAS (Continued) 90134000000 92612025210		NATURAL GAS/ADULT CARE CENTER NATURAL GAS/203	95.99 10.60 Total : 4,255.85
165909	3/30/2016	0005889	CASCADE RECREATION, INC 7167		WASTE BAGS	253.73 Total : 253.73
165910	3/30/2016	0000172	CHRISTIANS TOWING STORAGE 30238		TOWING SERVICES	194.57 Total : 194.57
165911	3/30/2016	0004520	COASTAL WEAR PRODUCTS 6031		GUTTER BROOMS	714.12 Total : 714.12
165912	3/30/2016	0005773	COMCAST 8498300270032002 8498300270032028 8498300290363841		BUSINESS SERVICES XFINITY INTERNET	119.76 19.32 250.65 Total : 389.73
165913	3/30/2016	0002302	COUNTRYWIDE FENCE CENTER 16064		CHAIN LINK/FENCE TIES	320.08 Total : 320.08
165914	3/30/2016	0000222	CUSTOM ENGRAVING 16-130		OAK LEAF-CORT	48.92 Total : 48.92
165915	3/30/2016	0000225	DAILY JOURNAL OF COMMERCE 3310115		BIDS JAIL CAMERA SYS	195.00 Total : 195.00
165916	3/30/2016	0000234	DAVID EVANS & ASSOCIATES, INC 372336		PROF SVC/VETERANS MEMORIAL PAR	326.64 Total : 326.64
165917	3/30/2016	0001815	DEPARTMENT OF RETIREMENT 1155596		2015 TAX YEAR OLD AGE AND SURVIV	61.67 Total : 61.67
165918	3/30/2016	0000247	DIAMOND RENTALS 1-533144-3		PORTABLES	60.00 Total : 60.00
165919	3/30/2016	0000257	DUTCH MAID CLEANERS 033116		MAR 2016 LAUNDRY SERVICES	328.20

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
165919	3/30/2016	0000257 DUTCH MAID CLEANERS	(Continued) 1101		LAUNDRY SERVICES	4.35	
						Total :	332.55
165920	3/30/2016	0005622 EC POWER SYSTEMS	41963401		ANNUAL MAINTENANCE	747.86	
						Total :	747.86
165921	3/30/2016	0000273 EDGE ANALYTICAL, INC	16-05011 16-05020 16-05140		TESTING TESTING TESTING	18.00 1,096.00 380.00	
						Total :	1,494.00
165922	3/30/2016	0008160 EMERALD AUTO	1014 1015 1016 1017 1018		DETAIL DETAIL DETAIL DETAIL DETAIL	175.00 175.00 175.00 175.00 175.00	
						Total :	875.00
165923	3/30/2016	0000278 EMERALD SERVICES, INC	I398309 I398590		OIL RECYCLING CHLOR TEST	121.12 117.00	
						Total :	238.12
165924	3/30/2016	0000394 EMPLOYERS UNITY, LLC	21197		2ND QTR UNEMPLOYMENT SERVICES	330.00	
						Total :	330.00
165925	3/30/2016	0002900 FASTENAL	WAOAK22458 WAOAK22492 WAOAK22496 WAOAK22533 WAOAK22583		MOUNTING TIE/CABLE TIE TOILET PAPER DCW/COLD GALV GALV CABLE TIE	12.48 1,110.13 24.74 30.16 27.98	
						Total :	1,205.49
165926	3/30/2016	0007929 FEHR PEERS	106357		PROF SVC/OAK HARBOR TRANSPORT,	12,235.85	
						Total :	12,235.85
165927	3/30/2016	0006661 FIELD TRAINING OFFICERS, NATIONAL ASSC	2049		REGISTRATION/KRYSINSKI	100.00	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165927	3/30/2016	0006661 0006661 FIELD TRAINING OFFICERS, NATIONAL	(Continued)			Total : 100.00
165928	3/30/2016	0006592 FIRST PROTECTION FIRE & SAFETY	22666		FIRE EXTINGUISHER	265.39
						Total : 265.39
165929	3/30/2016	0001314 FRAME USA, INC	446280		NATURAL OAK	34.99
						Total : 34.99
165930	3/30/2016	0007141 FREEDOM PROPERTIES, LLC	033116		MAR 2016 ANIMAL SHELTER	2,500.00
						Total : 2,500.00
165931	3/30/2016	0000355 FRONTIER	007-9244		CURRENT PHONE CHARGES	258.72
			279-1060		CURRENT PHONE CHARGES	72.91
			279-1841		CURRENT PHONE CHARGES	84.62
			279-2236		CURRENT PHONE CHARGES	115.44
			675-2111		CURRENT PHONE CHARGES	71.57
			675-3121		CURRENT PHONE CHARGES	65.79
			675-5190		CURRENT PHONE CHARGES	47.72
			675-6794		CURRENT PHONE CHARGES	60.37
			679-2530		CURRENT PHONE CHARGES	71.11
			679-5551		CURRENT PHONE CHARGES	200.00
			679-8702		CURRENT PHONE CHARGES	75.04
			770-2694		CURRENT PHONE CHARGES	35.11
			770-2715		CURRENT PHONE CHARGES	28.80
						Total : 1,187.20
165932	3/30/2016	0000329 GALLS	004964013		LED STEADY CHARGE/PANTS	1,184.94
						Total : 1,184.94
165933	3/30/2016	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	400.00
						Total : 400.00
165934	3/30/2016	0000330 GARDNER, TERI	EXP REIMB		EXP REIMB	216.60
						Total : 216.60
165935	3/30/2016	0002767 GATEWAY CONTROLS, INC	2015895		CARD READER REPLACEMENT	569.59
			2015917		NIGHT ENTRY DOOR MAINTENANCE	667.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165935	3/30/2016	0002767 0002767 GATEWAY CONTROLS, INC	(Continued)			Total : 1,236.83
165936	3/30/2016	0003064 GC SYSTEMS, INC	32879		SEAL KIT	76.54
						Total : 76.54
165937	3/30/2016	0008166 GLASS, GAYLE	1		TRAVEL REFUND	30.00
						Total : 30.00
165938	3/30/2016	0000344 GLOBAL EQUIPMENT COMPANY	109207022		DOOR CLOSER	244.55
						Total : 244.55
165939	3/30/2016	0000349 GRAINGER	9045243376 9045243384		MARKING CHALK MARKING PAINT	89.35 92.35
						Total : 181.70
165940	3/30/2016	0008121 GRANICUS, INC	73963		SOFTWARE	2,700.00
						Total : 2,700.00
165941	3/30/2016	0002940 GRAY & OSBORNE, INC	15637.00		PROF SVC/10 INCH PIPELINE BRIDGE I	4,555.50
						Total : 4,555.50
165942	3/30/2016	0000345 GREATER OAK HBR CHAMBER OF COM	032816		ADVERTISING	3,020.00
						Total : 3,020.00
165943	3/30/2016	0004974 GREEN LIGHT SOLUTIONS	8368		MAINTENANCE & INSPECTIONS	940.00
						Total : 940.00
165944	3/30/2016	0005311 HB JAEGER COMPANY, LLC	169910/1 169911/1 46568/2		GATE VALVE RATCHET WRENCH CLAMP/IP	230.44 86.96 599.68
						Total : 917.08
165945	3/30/2016	0000323 HD FOWLER COMPANY	I4147748 I4154941 I4155081 I4156816		MARKING PAINT METER THREAD VALVES FREIGHT	221.27 83.93 195.53 37.15
						Total : 537.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165946	3/30/2016	0000694 HD SUPPLY WATERWORKS	F191731		RUBBER	344.37
Total :						344.37
165947	3/30/2016	0008159 HEADINGS, JENNIFER	030816		CPL FEE REFUND	32.00
Total :						32.00
165948	3/30/2016	0000380 HEALTH, WASHINGTON STATE DEPT OF	031616		CERTIFICATION EXAM/CARROLL	87.00
Total :						87.00
165949	3/30/2016	0007871 HERRICK POLYGRAPH SERVICE	494		POLYGRAPH SERVICES	318.90
Total :						318.90
165950	3/30/2016	0001251 HEWLETT-PACKARD COMPANY	56800425		COMPUTER	999.72
Total :						999.72
165951	3/30/2016	0003562 HIGH PERFORMANCE SIGNS	20305		VINYL PANEL	436.00
Total :						436.00
165952	3/30/2016	0006452 HOAGLAND, JAMES	EXP REIMB		EXP REIMB	151.32
Total :						151.32
165953	3/30/2016	0007709 HOFFMAN CONSTRUCTION COMPANY	CWFC10 P15		PROF SVC/CLEAN WATER FACILITY PROF SVC/CLEAN WATER FACILITY	1,632,507.11 16,512.73
Total :						1,649,019.84
165954	3/30/2016	0003095 HOME DEPOT CREDIT SERVICES	2025296 22915 2570806 2584299 3023813 4023696 4592898 5024897 5130575 560938 6022139 6022237 6023411		STRIPS/SEAT NIPPLES/CLAMP/BUSHING/ADAPTER/T WING NUTS/WISE/BOLTS NVYBLUE SIMPLE GREEN 2X2X8 GLOSS/CNCEPXSYR/SHEET/TACK CONN/GLOVES/PLUGS CRPT TAPE CHARGER/BATTERIES COUPLINGS/THREAD SEAL NUTS/WASHERS/THREADED ROD BC FIR PLY	30.26 34.62 97.93 32.65 54.24 22.83 70.10 101.97 5.96 193.49 531.92 24.88 98.65

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165954	3/30/2016	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			6024789		357 3 PACK	12.98
			6042503		SEAL/ANCHOR/ROPE	186.65
			6042504		CORD	79.32
			6565036		SHOWER RODS/KITS/DOOR STOP/RIN	223.57
			6592796		WEDGE/PIPE	19.02
			6753398		17 IN EXTEN	826.11
			7570578		HINGE/BC FIR PLY	78.92
			7593768		TB PNW 3LB	18.35
			8024483		WNHTLIT	8.05
			8024555		ANGLES	32.11
			8593739		GFCI WLP CVR BRZ	26.03
			9593149		BRUSHES	15.46
					Total :	2,826.07
165955	3/30/2016	0005250 HONEYMOON BAY COFFEE ROASTERS	426156		STIR STICKS	5.42
					Total :	5.42
165956	3/30/2016	0006047 HORIZON	EP120225		IDLER PULLEY	103.03
					Total :	103.03
165957	3/30/2016	0005588 HYTECH ROOFING, INC	19138		ROOF REPAIR	444.58
					Total :	444.58
165958	3/30/2016	0000417 INDUSTRIAL BOLT & SUPPLY	610727-1		TIE WRAP/ELBOW	539.06
					Total :	539.06
165959	3/30/2016	0004410 ISLAND COUNTY PUBLIC HEALTH	1549		HEPATITIS B IMMUNIZATIONS	105.00
					Total :	105.00
165960	3/30/2016	0000415 ISLAND DISPOSAL	030216 4275714		FEB 2016 COLLECTION CHARGES	21,298.94
					ANIMAL SHELTER	103.43
					Total :	21,402.37
165961	3/30/2016	0000445 JACKSON HIRSH, INC	0938652		LAMINATING SUPPLIES	152.50
					Total :	152.50
165962	3/30/2016	0000447 JAMESON, KEITH	TRAVEL ADVANCE		TRAVEL ADVANCE	259.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165962	3/30/2016	0000447 0000447 JAMESON, KEITH	(Continued)			Total : 259.00
165963	3/30/2016	0007412 KATY ISAKSEN ASSOCIATES	OAKFUND15 2-16		PROF SVC/2017 ECOLOGY SRF LOAN /	871.00
						Total : 871.00
165964	3/30/2016	0006362 KBA, INC	3002682		PROF SVC/CLEAN WATER FACILITY & (81,471.23
						Total : 81,471.23
165965	3/30/2016	0000476 KERR, JACK	03-16		MAR 2016 PUBLIC DEFENSE SCREENII	1,400.00
						Total : 1,400.00
165966	3/30/2016	0007537 KESSELRING TACTICAL SUPPLY	1307		HOR LE 308 WIN 168GR A-MAX	660.44
						Total : 660.44
165967	3/30/2016	0008162 KRYSINSKI, MATTHEW	TRAVEL ADVANCE		TRAVEL ADVANCE	151.00
						Total : 151.00
165968	3/30/2016	0007930 LACY & PAR	70557		PROF SVC/CITY LIMITS POSTCARD PR	1,396.50
						Total : 1,396.50
165969	3/30/2016	0000494 LAKESIDE INDUSTRIES	5103601MB		ASPHALT	298.81
						Total : 298.81
165970	3/30/2016	0000979 LES SCHWAB	41400235094 41400236309		TIRES FLAT REPAIR	245.86 34.80
						Total : 280.66
165971	3/30/2016	0005367 LIFESTYLES RECREATIONAL	18935		LAWNMOWER	1,246.67
						Total : 1,246.67
165972	3/30/2016	0004863 LIND ELECTRONICS, INC	313196		TIMER	140.95
						Total : 140.95
165973	3/30/2016	0000221 LN CURTIS & SONS	2134996-00 2135427-01		CARGO PANTS STRIKER TORRENT SIDE ZIP	93.37 206.53
						Total : 299.90
165974	3/30/2016	0001909 LONG, JAY	1		DRIVING SERVICES	129.00

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165974	3/30/2016	0001909 LONG, JAY	(Continued)			
			1		DRIVING SERVICES	99.00
			1		DRIVING SERVICES	111.00
					Total :	339.00
165975	3/30/2016	0002729 MAILFINANCE	N5818428		LEASE PAYMENT	610.53
					Total :	610.53
165976	3/30/2016	0000530 MAILLIARD'S LANDING NURSERY	110259		YARD WASTE	123.80
					Total :	123.80
165977	3/30/2016	0000660 MARKET PLACE FOOD & DRUG	050906		GROCERIES	436.90
			051021		GROCERIES	318.70
			950982		GROCERIES	403.36
					Total :	1,158.96
165978	3/30/2016	0005025 MASCOTT EQUIPMENT	362234		NOZZLES/INSULATOR	285.04
					Total :	285.04
165979	3/30/2016	0006072 MASTER'S TOUCH, LLC	P44117		FEB 2016 POSTAGE FOR STATEMENTS	3,014.69
					Total :	3,014.69
165980	3/30/2016	0006072 MASTER'S TOUCH, LLC	44116		FEB 2016 MAILING SERVICES FOR LAT	253.71
			44117		FEB 2016 MAILING SERVICES FOR STA	893.30
					Total :	1,147.01
165981	3/30/2016	0000040 MATRIX	608463153		LONG DISTANCE	477.63
					Total :	477.63
165982	3/30/2016	0000546 MATTHEWS, PHILLIP	EXP REIMB		EXP REIMB	150.00
					Total :	150.00
165983	3/30/2016	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	35.19
					Total :	35.19
165984	3/30/2016	0000561 MERRIMAN, DOUGLAS	TRAVEL ADVANCE		TRAVEL ADVANCE	111.00
			TRAVEL REIMB		TRAVEL REIMB	622.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165984	3/30/2016	0000561 0000561 MERRIMAN, DOUGLAS			(Continued)	Total : 733.69
165985	3/30/2016	0004818 MICHAEL BOBBINK LAND USE SRVCS	031016		MAR 2016 HEARING EXAMINER SERVICE	1,708.33
						Total : 1,708.33
165986	3/30/2016	0003369 MICRON CONSUMER PRODUCTS GROUP	252065458		HP UPGRADE	74.31
						Total : 74.31
165987	3/30/2016	0007786 MISSION COMMUNICATIONS, LLC	1000988		SERVICE PACKAGE RENEWAL	407.40
						Total : 407.40
165988	3/30/2016	0006355 MOBILE EQUIPMENT SYSTEMS	122326		GASKETS/PLATE	218.18
						Total : 218.18
165989	3/30/2016	0000587 MOTOR TRUCKS, INC	MV131096 MV131760 MV132132 MV132302		SAL RNG/CLAMP ELBOW BRAKE SPRING BLOCK HEATER	32.52 68.46 156.21 191.50
						Total : 448.69
165990	3/30/2016	0004423 MUNICIPAL EMERGENCY SERVICES	IN1011257 IN1011803		SHIRTS SHIRT	132.70 71.14
						Total : 203.84
165991	3/30/2016	0007507 NELSON, JOYCE	1		TRAVEL REFUND	393.73
						Total : 393.73
165992	3/30/2016	0007670 NETWORKFLEET, INC	OSV000000368307		FEB 2016 MONTHLY SERVICE	217.13
						Total : 217.13
165993	3/30/2016	0000616 NEW PIG CORPORATION	4709157-00		OIL ABSORBENT	1,193.04
						Total : 1,193.04
165994	3/30/2016	0000610 NORTH CENTRAL LABORATORIES	369419		STANDARD/NUTRIENT	288.92
						Total : 288.92
165995	3/30/2016	0000645 NORTH WHIDBEY & LACONNER	121218		VET SERVICES	158.04

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165995	3/30/2016	0000645	0000645 NORTH WHIDBEY & LACONNER		(Continued)	Total : 158.04
165996	3/30/2016	0000648	NORTHWEST PUMP & EQUIPMENT CO	2686440-00	SEAL KIT	863.26
						Total : 863.26
165997	3/30/2016	0005767	NORTHWEST RUNNER MAGAZINE	3016	ADVERTISING	253.33
				4018	APR 2016 ADVERTISING	760.00
						Total : 1,013.33
165998	3/30/2016	0006855	NORTHWEST YACHTING MAGAZINE	50123	ADVERTISING	574.00
						Total : 574.00
165999	3/30/2016	0000672	OAK HARBOR ACE	268151	COUPLE/ADAPTER/ELBOW/TIES	8.94
				268176	BULBS/PAINTBRUSHES	12.30
				268253	SPRAYPAINT	4.88
				268258	MEASURING CUPS/EPSOM SALT	10.30
				268267	LOCK WASHERS	4.89
				268333	TARGETS	33.70
				268338	PAINT/BRUSH	79.64
				268390	PAINT	39.12
				268397	PIPE/COUPLE/STRAP/CEMENT/BUSHIN	43.27
				268408	TUBE	10.32
				268413	COUPLE/BUSHING	3.57
				268429	GAS CAN	19.56
				268432	OIL	18.47
				268480	BRAID TUBE/NIPPLES/ELBOWS	11.11
				268519	ELBOW	8.69
				268537	CLAMPS/ADAPTERS	32.39
				268555	STEMS	26.07
				268581	RSTP SPRAY	5.42
				268584	SAFETY HASP	6.51
				268590	SCREWEYE	1.95
				268597	SCREEN REPAIR PARTS	37.22
				268610	SILICONE	9.23
				268612	COUPLINGS	17.37
				268631	TACKLE BOX ORGANIZER	4.34
				268633	PAIL/LOCK/BUCKET	43.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165999	3/30/2016	0000672 OAK HARBOR ACE	(Continued)			
			268639		ACID BRUSH	4.24
			268673		SCREWDRIVER	15.21
			268681		STUD	6.52
			268689		PAINT/PRIMER/PAPER/TAPE/PAINTBRU	79.83
			268700		FLASHLIGHT	35.86
			268704		BLEACH/BULBS/FASTENERS/ROD	44.89
			268778		CAP	2.49
			268788		BULB/FASTENERS	8.29
			268791		LIGHT CONTROL/BKR	23.89
			268810		BUSHING	1.08
			268815		FASTENERS	0.96
			268816		TWINE	4.88
			268863		PAINT/MINERAL	44.53
			268865		VOLT TESTER	9.77
			268891		FASTENERS	4.51
			268945		MOISTURE TESTER	8.69
			268982		BULBS	27.12
			269004		FASTENERS	41.15
			269036		FREIGHT	19.73
					Total :	876.35
166000	3/30/2016	0000668 OAK HARBOR AUTO CENTER	001-264594		DRIP PANS	-287.86
			001-264911		FILTERS	9.48
			001-265067		FILTERS	91.08
			001-265068		ELECTRICAL PROD	15.55
			001-265085		QUICK CONNECT	7.82
			001-265462		FILTERS	4.47
			001-265750		FILTERS	4.84
			001-266130		BRAKE/CYLINDER	189.19
			001-266131		BK UP LAMP	13.43
			001-266195		MASTER CYLINDER	8.01
			001-266199		BRAKE FLUID DOT	11.42
			001-266236		SUCTION GUN	9.71
			001-266350		CORE	-24.46
			001-266435		PROPORTIONING VA	34.88
			001-266436		PROPORTIONING VA	34.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166000	3/30/2016	0000668 OAK HARBOR AUTO CENTER	(Continued)			
			001-266438		PROPORTIONING VA	34.88
			001-266444		FILTERS	13.85
			001-266670		FILTERS	7.19
			001-266757		MINI LAMP	1.67
			001-266889		ELECTRICAL PROD	26.70
			001-266895		FILTERS	4.57
			001-266902		CLEARANCE LIGHT	3.42
			001-266921		OFFSE	6.19
			001-266922		PS/HOSE	-25.49
			001-266999		RATCHET	26.07
			001-267008		FILTERS	45.76
			001-267022		MINI LAMPS	3.18
			001-267036		AUTO SH/PUMP	74.60
			001-267037		FUSE	0.35
			001-267080		ROTOR/CERAMIC PADS	86.89
			001-267082		CERAMIC PADS	-17.10
			001-267085		FILTERS	143.28
			001-267093		MONRO-MATIC PLUS	113.66
			001-267094		IDLER ARM	35.05
			001-267514		TAILLIGHTS	195.66
			001-267564		RETURN/BATTERY/CORE	-16.31
			001-267618		FILTERS	9.33
			001-267920		ELO GAL	125.37
			001-267934		ELO GAL	62.69
			001-268031		FILTERS	143.28
			001-268039		OIL LINE	315.38
			001-268113		FILTERS	13.78
			001-268265		FILTERS	12.99
			001-268276		BRAKE FLUID PREM	12.11
			001-268284		COUPLER	10.20
			001-268350		WIPER BLADES	26.33
			00-267261		RAD CAP	4.32
					Total :	1,622.29
166001	3/30/2016	0000673 OAK HARBOR MOTORS	47130		PANEL/SHEILD	246.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166001	3/30/2016	0000673 0000673 OAK HARBOR MOTORS			(Continued)	Total : 246.84
166002	3/30/2016	0007653 OAK HARBOR PRIMARY CARE, PLLC	021616 021616A		PREV VISIT PREV VISIT	150.00 150.00 Total : 300.00
166003	3/30/2016	0000681 OAK HARBOR SCHOOL DISTRICT	0000150111		MAR 2016 COMPUTER NETWORK SUP	11,092.00 Total : 11,092.00
166004	3/30/2016	0000681 OAK HARBOR SCHOOL DISTRICT	0000150068		STADIUM MAINTENANCE	3,000.00 Total : 3,000.00
166005	3/30/2016	0003007 OFFICE DEPOT	827830179001		FLUOR	111.41 Total : 111.41
166006	3/30/2016	0000665 OFFICEMAX, INC	484202		SERTA SL	413.05 Total : 413.05
166007	3/30/2016	0002985 PACIFIC TIRE CO. INC	0096570 0096819		TIRES TIRES	111.76 344.68 Total : 456.44
166008	3/30/2016	0007491 PADRTA, NATHAN	TRAVEL ADVANCE		TRAVEL ADVANCE	280.50 Total : 280.50
166009	3/30/2016	0001349 PARTNER CONSTRUCTION PRODUCTS	7647		TACK	4,233.43 Total : 4,233.43
166010	3/30/2016	0000702 PAYNE, RANDY	EXP REIMB EXP REIMB		EXP REIMB EXP REIMB	7.00 260.62 Total : 267.62
166011	3/30/2016	0000709 PERS	01152845		FEB 2016 UNFUNDED LIABILITY	26.98 Total : 26.98
166012	3/30/2016	0000721 PLACE, GEORGE	EXP REIMB		EXP REIMB	130.44 Total : 130.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166013	3/30/2016	0000710 PLATT ELECTRIC SUPPLY, INC	I943602		FUSE	144.63
Total :						144.63
166014	3/30/2016	0003084 POLLARDWATER.COM	0037406 0037871		OIL CASING/SEAT WRCH BASE	84.59 923.84
Total :						1,008.43
166015	3/30/2016	0004622 POWERS-RANG, LISA	TRAVEL ADVANCE		TRAVEL ADVANCE	179.00
Total :						179.00
166016	3/30/2016	0006866 PROTHMAN	2016-5272		HUMAN RESOURCES DIRECTOR SEAF	6,166.67
Total :						6,166.67
166017	3/30/2016	0000743 PUGET SOUND ENERGY	200000881421 200000919684 200000947859 200001097589 200001884218 200002036164 200002036719 200002036917 200002037097 200002037261 200002037501 200002170617 200002511539 200002723381 200003267636 200003459654 200004342099 200004562878 200004856627 200005263310 200005461666 200005933094 200006103952 200007268135		ELECTRICITY/1500 S BEEKSMA DR DIS ELECTRICITY/1501 SE CITY BEACH ST ELECTRICITY/CITY SHOP ELECTRICITY/1500 S BEEKSMA DR EB/ ELECTRICITY/1888 NE 5TH AVE PUMP ELECTRICITY/30505 ST ROUTE 20 ELECTRICITY/34777 STATE ROUTE 20 S ELECTRICITY/BTWN BAYSHORE DR & I ELECTRICITY/2000 SW SCENIC HEIGH ELECTRICITY/1780 SW SPRINGFIELD C ELECTRICITY/3285 SW SCENIC HEIGH ELECTRICITY/552 NW CLIPPER DR ELECTRICITY/2075 SW FT ELECTRICITY/1500 S BEEKSMA DR CM ELECTRICITY/1000 SE IRELAND ST ELECTRICITY/1957 FORT NUGENT RD I ELECTRICITY/650 NE 7TH AVE SEWAGI ELECTRICITY/800 SE MIDWAY BLVD LI ELECTRICITY/1577 NW 8TH AVE ELECTRICITY/SMITH PARK ELECTRICITY/1500 S BEEKSMA DR WK ELECTRICITY/700 SE PIONEER WAY LA ELECTRICITY/5941 STATE ROUTE 20 ELECTRICITY/SE ERIE ST SW BARRINC	1,228.23 10.16 2,078.65 10.16 21.14 110.51 45.35 69.80 28.64 10.77 112.11 10.16 11.15 186.60 10.16 181.91 30.85 78.77 10.16 10.16 10.95 4,015.69 10.16 178.03

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166017	3/30/2016	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200007702943		ELECTRICITY/700 AV W & MIDWAY	106.42
			200007824192		ELECTRICITY/75 SE JEROME ST	10.16
			200008386993		ELECTRICITY/FABER ST & HARVEST D	10.77
			200008816189		ELECTRICITY/ANNEX	18.01
			200010322895		ELECTRICITY/2330 SW ROSARIO PL	35.35
			200010499248		ELECTRICITY/1948 NW CROSBY AVE	131.25
			200010499446		ELECTRICITY/1661 NE 16TH AVE SWRS	20.31
			200010530240		ELECTRICITY/651 SE BAYSHORE DR LI	55.24
			200010530802		ELECTRICITY/1501 SE CITY BEACH ST	147.81
			200010531024		ELECTRICITY/940 SE PIONEER WAY C/	179.08
			200010531172		ELECTRICITY/1300 NE BIG BERRY LOC	10.77
			200010531354		ELECTRICITY/1500 S BEEKSMA DR CAI	113.63
			200010531941		ELECTRICITY/800 SE DOCK ST	130.25
			200010699706		ELECTRICITY/1500 S BEEKSMA DR BAI	27.50
			200011316839		ELECTRICITY/SR 20 & 650 AV W	488.52
			200011551930		ELECTRICITY/ADULT CARE CENTER	45.35
			200011579964		ELECTRICITY/285 SE JEROME ST	25.31
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	10.16
			200012278087		ELECTRICITY/FIRE STATION	884.50
			200012425357		ELECTRICITY/TREATMENT PLANT	4,445.60
			200012838765		ELECTRICITY/PIONEER PARK	14.68
			200013370750		ELECTRICITY/MARINA	4,618.21
			200013734963		ELECTRICITY/672 CHRISTIAN RD PUMI	844.73
			200013968405		ELECTRICITY/1540 SE PIONEER WAY L	211.07
			200014151886		ELECTRICITY/1370 SE DOCK ST	41.14
			200014596478		ELECTRICITY/CITY HALL	810.00
			200015399153		ELECTRICITY/1678 SW 8TH AVE	10.16
			200015618321		ELECTRICITY/600 NE 7TH AVE	135.59
			200015685833		ELECTRICITY/287 SE CABOT DR SWRF	74.81
			200017255619		ELECTRICITY/690 SW HELLER RD WTF	563.47
			200017441482		ELECTRICITY/CITY BEACH PARK	480.67
			200017575347		ELECTRICITY/1367 NW CROSBY AVE S	59.59
			200017653656		ELECTRICITY/3300 OLD GOLDIE RD PL	81.68
			200017654415		ELECTRICITY/1000 SW THORNBERRY I	217.04
			200017853025		ELECTRICITY/2081 NE 9TH AVE SWRP	11.34
			200017968427		ELECTRICITY/POLICE STATION	1,476.56

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166017	3/30/2016	0000743 PUGET SOUND ENERGY	(Continued)			
			200019043344		ELECTRICITY/90 SE PIONEER WAY LIG	30.55
			200019500517		ELECTRICITY/1137 NW KATHLEEN DR I	39.81
			200020179194		ELECTRICITY/626 CHRISTIAN RD	34.37
			200020235012		ELECTRICITY/SENIOR CENTER	973.65
			200020308330		ELECTRICITY/1500 S BEEKSMA DR KIT	10.16
			200022441113		ELECTRICITY/980 SW MCCROHAN ST I	84.82
			200022988147		ELECTRICITY/TRAILER PK S END	27.36
			200023231067		ELECTRICITY/945 E WHIDBEY AVE #B	36.63
			200023360569		ELECTRICITY/700 W HELLER RD TRAFI	40.54
			200024715845		ELECTRICITY/1285 NE TAFTSON ST LF	31.98
			200025075157		ELECTRICITY/33500 STATE ROUTE 20	125.82
			220000598098		ELECTRICITY/ANIMAL SHELTER	165.43
			220002244337		ELECTRICITY/END OF GUN CLUB ROA	76.77
			220002247165		ELECTRICITY/SW FAIRWAY PIONT & S\	13.58
			220003651407		ELECTRICITY/101	895.91
			220003735804		ELECTRICITY/275 SE PIONEER WAY	787.87
			220005593946		ELECTRICITY/1770 NE GOLDIE ST PUM	24.79
			220005790955		ELECTRICITY/301 SE PIONEER WAY	230.98
			220007681624		ELECTRICITY/2900 N OAK HARBOR RD	29.78
			300000005003		ELECTRICITY/PARKS	397.65
			300000007421		ELECTRICITY/STREET LIGHTS	65.14
			300000009906		ELECTRICITY/PARKS	50.44
			300000010409		ELECTRICITY/PARKS	63.71
			300000010458		ELECTRICITY/STREET LIGHTS	162.20
			300000010516		ELECTRICITY/STREET LIGHTS	103.31
			400000816001		REPAIR WORK	3,711.43
					Total :	33,231.68
166018	3/30/2016	0002997 QUINTON DESIGN & ELECTRICAL	2721		HEATER REPLACEMENT	346.75
					Total :	346.75
166019	3/30/2016	0003060 RED LION HOTEL YAKIMA CENTER	27638		HOTEL ACCOMMODATIONS/MERRILL	201.94
					Total :	201.94
166020	3/30/2016	0007885 REDNECK PROPERTIES, LLC	033116		MAR 2016/PARKING LOT RENTAL	1,650.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166020	3/30/2016	0007885 0007885 REDNECK PROPERTIES, LLC	(Continued)			Total : 1,650.00
166021	3/30/2016	0006587 RF INSTALLATIONS, LLC	BL-005223		BUSINESS LICENSE REFUND	25.00
						Total : 25.00
166022	3/30/2016	0002508 RINEY PRODUCTION SERVICES	10-1652 10-1657		TAPING SERVICES TAPING SERVICES	2,758.50 1,959.80
						Total : 4,718.30
166023	3/30/2016	0005827 ROBINSON, JACK	TRAVEL ADVANCE		TRAVEL ADVANCE	76.00
						Total : 76.00
166024	3/30/2016	0000775 ROSEN, CATHERINE	TRAVEL ADVANCE		TRAVEL ADVANCE	115.50
						Total : 115.50
166025	3/30/2016	0006455 SCHNEIDER, BRIAN	TRAVEL ADVANCE		TRAVEL ADVANCE	76.00
						Total : 76.00
166026	3/30/2016	0000796 SCHROER, PAUL	TRAVEL ADVANCE		TRAVEL ADVANCE	457.10
						Total : 457.10
166027	3/30/2016	0005967 SEATTLE AUTOMOTIVE DIST	S6-813904 S6-892102		SENSOR SENSOR	45.39 80.82
						Total : 126.21
166028	3/30/2016	0007800 SEBRIS BUSTO JAMES	59899		PROF SVC/BARGAINING	170.00
						Total : 170.00
166029	3/30/2016	0005085 SEVERNS, ROBERT	TRAVEL REIMB		TRAVEL REIMB	158.22
						Total : 158.22
166030	3/30/2016	0000816 SHELL FLEET PLUS	0000000065163545603		FUEL	71.95
						Total : 71.95
166031	3/30/2016	0000817 SHELLEY, TIM	TRAVEL ADVANCE		TRAVEL ADVANCE	138.50
						Total : 138.50
166032	3/30/2016	0000822 SHRED-IT USA, INC	9409645124		SHREDDING	56.68

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
166032	3/30/2016	0000822 SHRED-IT USA, INC	(Continued) 9409645157		SHREDDING	56.68	
						Total :	113.36
166033	3/30/2016	0008163 SIEMERS, GAIL LYN	032316		PUBLIC DEFENSE	3,600.00	
						Total :	3,600.00
166034	3/30/2016	0000831 SIX ROBBLEES', INC	14-319475		TRANSFER TANK	603.56	
						Total :	603.56
166035	3/30/2016	0000814 SKAGIT FARMERS SUPPLY	445022		WATER TANK	521.75	
						Total :	521.75
166036	3/30/2016	0007890 SMARSH, INC	INV00137354 INV00142742		ARCHIVING PLATFORM ARCHIVING PLATFORM	220.50 220.50	
						Total :	441.00
166037	3/30/2016	0004821 SME SOLUTIONS, LLC	210049		REPAIR SERVICES	192.95	
						Total :	192.95
166038	3/30/2016	0000846 SOUND PUBLISHING	7659851 WCW683119 WCW686257 WCW686269 WCW686662 WCW688086 WCW688106 WCW689004		JAN 2016/PUBLICATIONS-ACCT#801256 BIDS JAIL CAMERA SYS CITY ORDINANCES CITY NOTICES CITY ORDINANCES CITY APPLICATIONS CITY NOTICES CITY ORDINANCES	1,997.01 176.93 67.28 118.37 88.47 134.57 58.56 42.36	
						Total :	2,683.55
166039	3/30/2016	0007992 SPOHN, BARBARA	TRAVEL REIMB TRAVEL REIMB		TRAVEL REIMB TRAVEL REIMB	56.16 129.90	
						Total :	186.06
166040	3/30/2016	0004203 SRV CONSTRUCTION, INC	4		PROF SVC/AULT FIELD BOOSTER PUM	518.51	
						Total :	518.51
166041	3/30/2016	0003883 STAPLES BUSINESS ADVANTAGE	3293188623		CLEANER	-54.56	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166041	3/30/2016	0003883 STAPLES BUSINESS ADVANTAGE	(Continued)			
			3293188624		CHAIR	-296.84
			3294748607		CND 20MP PSHT ELPH	1,043.43
			3294748608		USB ADAPTER CABLE	48.89
			3294748609		POCKET	76.63
			3294748610		LABELS	22.81
			3294748611		MICROBAN CL/CUPS	27.22
			3294748612		FOLDERS	15.80
			3294748613		BPA FREE THERMA	81.68
			3294748614		FRAME/FOLDERS	116.81
			3294748615		DUSTPAN	41.73
			3295635976		CABLE	47.81
			3295635977		LABELS	19.76
			3295635978		RACK/FLASH DRIVE	37.04
			3295635979		WASTEBASKET/CONTAINER/MOUSE/P	33.39
			3295635980		PENS/WASTEBASKET/PAPER	34.91
			3295635981		POST ITS/LEGAL PADS/INK/GLUE	112.60
			3295635982		CHAIRMAT	66.93
			3295635983		MOUSE/CUPS/SCISSORS/WIRELESS C	79.20
			3296169682		STIR STICKS	2.49
			3296169683		TONER	578.09
			3296169684		TONER	446.34
			3296169686		TONER	76.60
			3296169687		CHAIR	416.31
					Total :	3,075.07
166042	3/30/2016	0008165 STIERN, JEFF	4229		MOORAGE REFUND	281.18
					Total :	281.18
166043	3/30/2016	0005786 STOWES SHOES & CLOTHING	0009975		BOOTS/SELDAL	138.29
					Total :	138.29
166044	3/30/2016	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	120.00
			1		DRIVING SERVICES	114.00
			1		DRIVING SERVICES	102.00
			1		DRIVING SERVICES	90.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166044	3/30/2016	0003749 0003749 STUMP, PATRICK L	(Continued)			Total : 426.00
166045	3/30/2016	0003897 SULLIVAN, KINDLE	EXP REIMB		EXP REIMB	55.18
						Total : 55.18
166046	3/30/2016	0000874 SURETY PEST CONTROL	1095004		PEST EXTERMINATION	30.44
			1095006		PEST EXTERMINATION	43.48
			1095007		PEST EXTERMINATION	38.05
			1095010		PEST EXTERMINATION	43.48
			1095014		PEST EXTERMINATION	32.61
			1095023		PEST EXTERMINATION	30.44
			1098498		PEST EXTERMINATION	59.79
			1099265		PEST EXTERMINATION	59.79
			1099873		PEST EXTERMINATION	54.35
			1100136		PEST EXTERMINATION	59.79
						Total : 452.22
166047	3/30/2016	0007265 THOMPSON, ANNA	TRAVEL REIMB		TRAVEL REIMB	393.85
						Total : 393.85
166048	3/30/2016	0000910 TRAFFIC SAFETY SUPPLY CO	109454		BLANKS	299.69
						Total : 299.69
166049	3/30/2016	0000986 TRANSPORTATION, WASHINGTON STATE DE RE-41-JA9223-L002			PROF SVC/PIPELINE REPLACEMENT	803.77
						Total : 803.77
166050	3/30/2016	0000923 UNITED PARCEL SERVICE	0000A0182W116		SHIPPING	20.13
			000A0182W096		SHIPPING	19.46
						Total : 39.59
166051	3/30/2016	0004903 US BANK	4485591001332901		CREDIT CARD PURCHASES	4,261.88
						Total : 4,261.88
166052	3/30/2016	0008167 US BANK AND HOFFMAN CONST	242213000		RETAINAGE-ACCOUNT 242213000	78,712.99
			242213000		RETAINAGE-ACCOUNT 242213000	172,933.77
						Total : 251,646.76
166053	3/30/2016	0000937 VALLEY FREIGHTLINER, INC	2260640031		GASKET/PLUG	50.92

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166053	3/30/2016	0000937 0000937 VALLEY FREIGHTLINER, INC	(Continued)			Total : 50.92
166054	3/30/2016	0000932 VERIZON WIRELESS	9761797099		CURRENT COMM CHARGES	6,709.85
						Total : 6,709.85
166055	3/30/2016	0007509 VOITECKY, KAREN	1		TRAVEL REFUND	105.00
			1		TRAVEL REFUND	80.00
						Total : 185.00
166056	3/30/2016	0007173 VON HADEN, BRADLEY	TRAVEL ADVANCE		TRAVEL ADVANCE	259.00
						Total : 259.00
166057	3/30/2016	0007424 WASHINGTON ASPHALT PAVEMENT	20530		REGISTRATION/SMITH	130.00
						Total : 130.00
166058	3/30/2016	0001044 WASHINGTON CRIMINAL JUSTICE	201125981		REGISTRATION/MORGAN	85.00
						Total : 85.00
166059	3/30/2016	0001052 WASHINGTON STATE PATROL	116006118		BACKGROUND CHECKS	767.00
						Total : 767.00
166060	3/30/2016	0007331 WASHINGTON TRACTOR	931800		SEAL/GASKET/COVER/FITTING/THERM	523.06
			938124		O=RING	78.03
						Total : 601.09
166061	3/30/2016	0006267 WESTERN REFUSE & RECYCLING	142300		BUTTERFLY VALVE	174.80
						Total : 174.80
166062	3/30/2016	0005064 WHATCOM COUNTY AS FINANCE	24348		1ST QTR 2016 MINI CHAIN	1,051.75
						Total : 1,051.75
166063	3/30/2016	0001000 WHIDBEY AUTO PARTS, INC.	276069		TEST KIT	46.73
			276806		TOWELS/PASTE	73.12
			277737		MALE CONN/STREET EL	8.39
						Total : 128.24
166064	3/30/2016	0001007 WHIDBEY CLEANERS	281608		FLAG REPAIR	244.58

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166064	3/30/2016	0001007 0001007 WHIDBEY CLEANERS			(Continued)	Total : 244.58
166065	3/30/2016	0000675 WHIDBEY COMMUNITY PHYSICIANS	011216 012516 012616		PHYSICAL/FAKKEMA PHYSICAL/RAMIREZ PHYSICAL/TYHUIS	150.00 150.00 150.00 Total : 450.00
166066	3/30/2016	0001005 WHIDBEY GENERAL HOSPITAL	WAE23533 WAE23733		INMATE SERVICES INMATE SERVICES	226.10 2,527.05 Total : 2,753.15
166067	3/30/2016	0001017 WHIDBEY PRINTERS	48382 48404 48408 48409		BUSINESS CARDS/EMERY BUSINESS CARDS/TYHUIS BUSINESS CARDS/SCHMAL BUSINESS CARDS/SOULE	59.79 54.35 59.79 59.79 Total : 233.72
166068	3/30/2016	0007078 WHIDBEY SIGN COMPANY	15707		SIGNS	250.01 Total : 250.01
166069	3/30/2016	0001010 WHIDBEY TELECOM	3961757 3964624		CURRENT NET SERVICES ALARM MONITORING	41.45 65.23 Total : 106.68
166070	3/30/2016	0006775 WORKSAFE SERVICE, INC	221644		DRUG TESTING	120.00 Total : 120.00
166071	3/30/2016	0001061 XEROX CORPORATION	083776067		COPIES	37.45 Total : 37.45
166072	3/30/2016	0007269 XYLEM DEWATERING SOLUTIONS, IN	400590393		HOSE/FLANGE FITTINGS/GASKET	1,133.33 Total : 1,133.33
204 Vouchers for bank code : bank						Bank total : 3,271,599.41
204 Vouchers in this report						Total vouchers : 3,271,599.41

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Voucher List
City of Oak Harbor

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.c
Date: April 5, 2016
Subject: Ordinance No. 1764: Amending
Bond Ordinance No. 1756

FROM: Dr. Doug Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Adopt Ordinance No. 1764

BACKGROUND / SUMMARY INFORMATION

On March 1, 2016, the City Council passed Ordinance No. 1756 authorizing the issuance and sale of the City's Waterworks Utility Revenue Bonds, 2016 (the "Bonds") for funding of the new Clean Water Facility. Upon subsequent review of Ordinance No 1756, it has been determined that in order to maintain the greatest flexibility and potential cost savings to the City, it is in the best interest of the City and its ratepayers to delegate the ability to set the amount of the reserve requirement for the Bonds to the "Designated Representative". Ordinance No. 1764 amends Ordinance No. 1756 (the original Bond Ordinance) effectively delegating to the City Administrator, or in the absence of the City Administrator, the Finance Director (the "Designated Representative") the ability to set several terms of the Bonds within certain parameters.

The issue at hand is the past practice of the City, when issuing utility revenue bonds, is to simultaneously hold an additional reserve in an amount that shall not exceed the least of (1) Maximum Annual Debt Service payment, (2) 125% of Average Annual Debt Service for all years, or (3) 10% of the original bond proceeds.

While the carrying of this form of an additional reserve has been appropriate practice from a market attractiveness perspective for the relatively smaller bond issues the City has made in the past, doing so on this issue would be quite costly as the City would have to borrow up to \$5,000,000 in additional funds, at an interest rate approximately 4%, to simply hold for 30 years as an additional reserve. The City has already demonstrated strong financial policies and the commitment to carrying sufficient reserves as a general practice, making the carrying of an additional level of reserve both redundant and costly. In the best interest of our ratepayers, it would be wise to amend Ordinance No 1756 to give the City the option to forgo our carrying an additional reserve if the final analysis of the bond issue determines the reserve is financially unnecessary.

From an economic perspective, it would be more prudent for the City to possibly forgo the reserve as the inherent interest cost would be much higher than any perceived benefit in the market place to having the additional reserve. The option to forgo the reserve would have no impact on the S&P rating of the bonds. Accordingly, Finance proposed Ordinance No. 1764 which effectively delegates the decision to establish or to not establish the reserve to the City Administrator or his designee.

LEGAL AUTHORITY

FISCAL IMPACT

The fiscal impact of this action, if the decision is made to forgo an additional bond reserve, is a savings in interest costs up to the amount of approximately \$3.67 million dollars over the 30-year life of the bond issue.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Ordinance No. 1764](#)

CITY OF OAK HARBOR, WASHINGTON

ORDINANCE NO. 1764

AN ORDINANCE of the City of Oak Harbor, Washington, amending Ordinance No. 1756 to delegate to the City's designated representative the ability to set the reserve requirement in connection with the City's Waterworks Utility Revenue Bonds, 2016.

WHEREAS, the City Council of the City of Oak Harbor, Washington (the "City") passed Ordinance No. 1756 on March 1, 2016 (the "Bond Ordinance") authorizing the issuance and sale of the City's Waterworks Utility Revenue Bonds, 2016 (the "Bonds"); and

WHEREAS, the Bond Ordinance delegates to the City Administrator, or in the absence of the City Administrator, the Finance Director (the "Designated Representative") the ability to set several terms of the Bonds within certain parameters; and

WHEREAS, in order to maintain the greatest flexibility and potential cost savings to the City, it is in the best interest of the City and its ratepayers to delegate the ability to set the amount of the reserve requirement for the Bonds to the Designated Representative;

THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Change in Reserve Requirement. This ordinance shall amend Ordinance No. 1756, as appropriate, to allow the reserve requirement to be set by the Designated Representative. In connection, Section 2(zz) of Ordinance No. 1756 shall be amended as follows:

"Reserve Requirement" means, with respect to the Bonds, an amount to be set by the Designated Representative, which amount (which may be zero) shall not exceed the least of (1) Maximum Annual Debt Service, (2) 125% of Average Annual Debt Service, or (3) 10% of the original proceeds of those then-outstanding Parity Bonds. Any Reserve Requirement shall be satisfied in accordance with Section 13(c). In connection with any Reserve Security, the amount credited against the required deposit into the Reserve Account shall be equal to the maximum amount payable under such Reserve Security.

All other provisions of Ordinance No. 1756 shall remain unchanged.

Section 2. General Authorization. The City's Mayor, City Clerk, City Administrator and Finance Director are authorized to take any action necessary to implement this ordinance.

Section 3. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Oak Harbor, Washington, at an open public meeting thereof, this 5th day of April, 2016.

Robert Severns, Mayor

Date

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Published: _____

CERTIFICATION

I, the undersigned, City Clerk of the City of Oak Harbor, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 1764 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on April 5th, 2016, as that ordinance appears on the minute book of the City.
2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper.
3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: _____, 2016.

CITY OF OAK HARBOR, WASHINGTON

Anna Thompson, City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.d
Date: April 5, 2016
Subject: Ordinance No. 1759: Amending
OHMC 2.310.050 regarding
Professional Service Contracts

FROM: Doug Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Adopt Ordinance No. 1759 amending OHMC 2.310.050 entitled "Professional service contracts".

BACKGROUND / SUMMARY INFORMATION

Prior to 2012, the Mayor and Department Heads had the authority to enter into contracts for up to \$30,000. In 2012, Council declared a fiscal emergency and limited contract authority of the Mayor and Department Heads to \$10,000. Some economic recovery has occurred and the declaration of fiscal emergency has been lifted by City Council. On January 19, 2016, the City Council passed Ordinance 1755, which raised the general contract authority of the Mayor and Department Heads back to \$30,000. The authority to enter into Professional Services Contracts up to \$30,000 was inadvertently left out of Ordinance 1755 and the amount currently remains at \$10,000. Ordinance 1759 is a housekeeping amendment intended to ensure consistency between OHMC 2.390 and OHMC 2.310.050.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Ordinance No. 1759](#)

ORDINANCE NO. 1759

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING OAK HARBOR MUNICIPAL CODE SECTION 2.310.050 REGARDING PROFESSIONAL SERVICE CONTRACTS

WHEREAS, prior to 2012, the Mayor and Department Heads had the authority to enter into contracts for up to \$30,000; and

WHEREAS, in 2012, Council declared a fiscal emergency and limited the contract authority of the Mayor and Department Heads to \$10,000; and

WHEREAS, some economic recovery has occurred and the declaration of fiscal emergency has been lifted by City Council; and

WHEREAS, raising the contract authority back to the \$30,000 cap would increase efficiencies and provide for timely procurement of goods and services;

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF OAK HARBOR do ordain as follows:

Section One. Oak Harbor Municipal Code Section 2.310.050 entitled "Professional service contracts" last amended by Ordinance No. 1629 (2012) is hereby amended to read as follows:

2.310.050 Professional service contracts. Contracts for professional services, including contracts for legal and consulting services, are not subject to the bidding requirements of this chapter through Chapter 2.390 OHMC. The mayor or his/her designee shall promulgate procedures and standards for the approval of such contracts. Contracts for architectural and engineering services shall be awarded in accordance with Chapter 2.350 OHMC and Chapter 39.80 RCW. For purposes of this section, "professional services" are those services involving skill, education and special knowledge and where the work is predominately mental and intellectual, rather than physical and mechanical. The mayor shall establish guidelines and procedures for obtaining professional services. Professional service contracts in excess of ~~\$10,000~~\$30,000 shall require approval by the city council. Contracts for professional services under ~~\$10,000~~\$30,000 shall be reviewed by the finance director and the city attorney prior to signing to assure compliance with the Oak Harbor biennial budget, provisions of Chapter 2.390 OHMC and purchasing policies promulgated by the mayor.

Section Two. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder or the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section Three. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication.

PASSED by the City Council this _____ day of _____, 2016.

Veto ()
Approve ()

THE CITY OF OAK HARBOR

By _____
Robert Severns, Mayor

Dated: _____

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Published: _____

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.e
Date: April 5, 2016
Subject: Ordinance No. 1762: Repealing
OHMC Ch. 2.246 regarding
ADA Review Committee and
OHMC Ch. 2.35 regarding
Program of Monetary Awards
for City Employees

FROM: Doug Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Pass Ordinance No. 1762 repealing OHMC Ch. 2.246 entitled "ADA Review Committee" and OHMC Ch. 2.35 entitled "Program of Monetary Awards for City Employees."

BACKGROUND / SUMMARY INFORMATION

An efficient use of public resources is an important operational goal of the City of Oak Harbor.

In order to consistently meet this goal it is appropriate from time-to-time to review the City's organizational structure and determine if changes are warranted.

After one such review it was determined that the City has certain committees on the books that are no longer utilized for various reasons.

One such committee is the ADA Review Committee and the other is the Suggestion Award Board.

The roles played by these committees have been absorbed into the organization and their duties accomplished as part of daily operations.

In light of the above it is no longer necessary to maintain these committees and they should be removed from the City's active committee list.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Ordinance No. 1762](#)

ORDINANCE NO. 1762

AN ORDINANCE OF THE CITY OF OAK HARBOR REPEALING OAK HARBOR MUNICIPAL CODE CHAPTER 2.246 ENTITLED "ADA REVIEW COMMITTEE" AND OAK HARBOR MUNICIPAL CODE CHAPTER 2.35 ENTITLED "PROGRAM OF MONETARY AWARDS FOR CITY EMPLOYEES"

WHEREAS, an efficient use of public resources is an important operational goal of the City of Oak Harbor; and

WHEREAS, in order to consistently meet this goal it is appropriate from time-to-time to review the City's organizational structure and determine if changes are warranted; and

WHEREAS, after one such review it was determined that the City has certain committees on the books that are no longer utilized for various reasons; and

WHEREAS, one such committee is the ADA Review Committee and the other is the Suggestion Award Board; and

WHEREAS, the roles played by these committees have been absorbed into the organization and their duties accomplished as part of daily operations; and

WHEREAS, in light of the above it is no longer necessary to maintain these committees and they should be removed from the City's active committee list; now, therefore,

THE CITY COUNCIL OF THE CITY OF OAK HARBOR do ordain as follows:

Section One. Oak Harbor Municipal Code Chapter 2.246 entitled "ADA Review Committee" is hereby repealed.

Section Two. Oak Harbor Municipal Code Chapter 2.35 entitled "Program of Monetary Awards for City Employees" is hereby repealed.

Section Three. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder or the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section Four. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication.

PASSED by the City Council this _____ day of _____, 2016.

Veto ()
Approve ()

THE CITY OF OAK HARBOR

By _____
Robert Severns, Mayor

Dated: _____

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Published: _____

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.f
Date: April 5, 2016
Subject: Resolution 16-12: Amending
Schedule B (Finance & Utilities)
of the Master Fee Schedule

FROM: Dr. Doug Merriman, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Approve Resolution No. 16-12 amending Schedule B (Finance & Utilities) of the Master Fee Schedule.

BACKGROUND / SUMMARY INFORMATION

The City Council adopted Ordinance No. 1711 on December 1, 2015 adding a new Chapter 5.31 to the Oak Harbor Municipal Code entitled "Horse Drawn Carriages, Carts or Conveyances".

Section 5.31.020 entitled "License Fee" requires that a non-refundable fee be paid upon approval of a submitted license.

When the Finance & Utilities Master Fee Schedule was last amended by Resolution No. 16-04 on January 19, 2016, this license fee was inadvertently omitted.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Resolution No. 16-12](#)
2. [Schedule B - Finance & Utilities Master Fee Schedule](#)

RESOLUTION NO. 16-12

A RESOLUTION OF THE CITY OF OAK HARBOR AMENDING
SCHEDULE B (FINANCE & UTILITIES) OF THE MASTER FEE SCHEDULE

WHEREAS, the City Council adopted Ordinance No. 1711 on December 1, 2015 adding a new Chapter 5.31 to the Oak Harbor Municipal Code entitled "Horse Drawn Carriages, Carts or Conveyances"; and

WHEREAS, Section 5.31.020 entitled "License Fee" requires that a non-refundable fee be paid upon approval of a submitted license; and

WHEREAS, when the Finance & Utilities Master Fee Schedule was last amended by Resolution No. 16-04 on January 19, 2016, this license fee was inadvertently omitted;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor as follows:

1. Adoption of the Finance & Utilities Master Fee Schedule. The City hereby adopts by reference and incorporates herein the attached Master Fee Schedule for Finance & Utilities setting the fees, rates, deposits, and other charges. The attached Master Fee Schedule for Finance & Utilities replaces Schedule B of the Master Fee Schedule that was adopted by Resolution No. 16-04 on January 19, 2016.
2. Severability. If any provision of this Resolution or its application to any person or circumstances is held invalid, the remainder of the Resolution or the application of the provision to other persons or circumstances is not affected.
3. Effective Date. This Resolution shall be in full force and effect immediately.

PASSED by the City Council and approved by its Mayor this _____ day of April, 2016.

CITY OF OAK HARBOR

ROBERT SEVERNS, MAYOR

Attest:

Approved as to form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney

L:\LGLA\WORK\RES-ORD2016\2016 Master Fee Schedule Resolution No 16-12 4-5-16.docx

Resolution No. 16-12: Finance & Utilities
Master Fee Schedule 4-5-16

MASTER FEE SCHEDULE FINANCE/UTILITY DEPARTMENT

Chapter 3.64	FEE SCHEDULE	FEE
3.64.525	<u>Water utility fees.</u> <ul style="list-style-type: none"> • Account setup fee • Hydrant use permits: <ul style="list-style-type: none"> - Hydrant meter deposit - Hydrant meter base fee • Hydrant water consumption <ul style="list-style-type: none"> *0 to 300 cubic feet *400 to 600 cubic feet *700 and above cubic feet • Hydrant meter rent per day • Water connection fee • Hydrant meter permit 	<p>\$25.00</p> <p>\$1,000.00 \$26.25 minimum charge per month</p> <p>\$2.85 per 100 cubic feet \$4.30 per hundred cubic feet \$6.75 per hundred cubic feet</p> <p>\$5.00/day \$15.00/month \$10.00/month</p>
Chapter 3.70	BUSINESS AND OCCUPATION LICENSE TAX	FEE
3.70.030(3)	<u>Occupation license required.</u> <ul style="list-style-type: none"> • Annual application fee 	\$50.00
Chapter 3.95	UTILITY BILLING AND COLLECTION PROCEDURES	FEE
3.95.040	<u>Application – Account initiation fee.</u> <ul style="list-style-type: none"> • Account initiation fee 	\$25.00
3.95.080	<u>Delinquency.</u> <ul style="list-style-type: none"> • Delinquency payment 	\$15.00
3.95.080(5)	<u>Delinquency.</u> <ul style="list-style-type: none"> • Charge for cutting off the water and/or meter removal 	\$10.00
3.95.100	<u>Water cut-offs – Lien enforcement.</u> <ul style="list-style-type: none"> • Turning off water 	\$10.00
3.95.120	<u>Turning water on – Charges.</u> <ul style="list-style-type: none"> • Turning water on for service • Turning water on for service after 5 p.m. on any work day or on weekends 	<p>\$15.00</p> <p>\$75.00</p>
3.95.170	<u>NSF check – Fee for collection.</u> <ul style="list-style-type: none"> • Nonsufficient fund check 	\$40.00 or amount of NSF check, whichever is less
Chapter 5.03	BUSINESS LICENSES	FEE
5.03.160	<u>Class 1.</u> <ul style="list-style-type: none"> • License fee for taverns, fraternal organizations serving food or liquor, restaurant businesses serving liquor, grocery stores/supermarkets containing over 3,000 square feet of sales area and manufacturing and other businesses employing 50 or more full- and/or part-time employees. 	\$100.00

5.03.170	<u>Class 2.</u> • License fee for financial institutions including savings and loan businesses, credit unions, and banks; and professional businesses including law businesses, accounting businesses, dentists, doctors, optometrists, veterinarians, engineers, surveyors, architects, real estate brokers, insurance brokers, building and landscape designers, chiropractors, automobile dealerships and auto part dealers.	\$50.00
5.03.180	<u>Class 3.</u> • Annual License fee for businesses located outside the corporate limits of the city engaged in sales or sales of services within the corporate limits of the city, or making retail sales or sales and deliveries within the corporate limits of the city; contractors and subcontractors providing building services, or materials or equipment within the corporate limits of the city; all other businesses not classified as either Class 1 or Class 2.	\$25.00
Chapter 5.04	POOL AND BILLIARDS	FEE
5.04.040	<u>License – Fee.</u> • Annual license fee	\$50.00
Chapter 5.08	CARD TABLES	FEE
5.08.020	<u>License fee.</u> • First table • Each additional table	\$50.00 per year \$5.00 per year
Chapter 5.12	AMUSEMENT DEVICES	FEE
5.12.020	<u>License required – Fee – Penalty for violation.</u> • Annual license fee per device	\$25.00
Chapter 5.16	PUBLIC DANCES AND DANCEHALLS	FEE
5.16.040	<u>Granting of license - Fee.</u> • License not to exceed one year in duration • One day license	\$20.00 May be waived
Chapter 5.20	ADULT ENTERTAINMENT	FEE
5.20.050	<u>License fees.</u> • Adult entertainment establishment license • Adult entertainer's license • Adult entertainment manager's license	\$720.00 per year \$145.00 per year \$145.00 per year
Chapter 5.22	NIGHTCLUBS	FEE
5.22.050	<u>Annual license fee.</u> • Annual nightclub license • Annual WATCH criminal background check	\$200.00 plus \$12.00
Chapter 5.24	PAWNBROKERS	FEE
5.24.020	<u>License required – Regulations.</u> • License fee	\$30.00 per year

Chapter 5.30	FOR HIRE VEHICLES	FEE
5.30.020	<u>License required.</u> <ul style="list-style-type: none"> • License fee for the first two taxicabs owned and operated by any person, firm or corporation. • For each additional taxicab to the same owner 	\$50.00 per year \$25.00 per year
5.30.040	<u>Driver's license required - Parking stall charge.</u> <ul style="list-style-type: none"> • Taxi parking charge 	\$5.00 per month per parking stall
<u>Chapter 5.31</u>	<u>HORSE DRAWN CARRIAGES, CARTS OR CONVEYANCES</u>	<u>FEE</u>
<u>5.31.020</u>	<u>License Fee.</u> <ul style="list-style-type: none"> • License fee for the first two horse drawn carriages, carts or conveyances owned and operated by any person, firm or corporation • For each additional horse drawn carriage, cart or conveyance to the same owner 	<u>\$50.00 per year</u> <u>\$25.00 per year</u>
Chapter 5.32	FIREWORKS SALE	FEE
5.32.030(6)	<u>Application form and requirements.</u> <ul style="list-style-type: none"> • Application fee 	\$50.00
Chapter 5.44	AMUSEMENT ARCADES	FEE
5.44.030	<u>License – Required – Application procedure – Hearing.</u> <ul style="list-style-type: none"> • Nonrefundable application fee 	\$25.00
5.44.050	<u>License – Fee – Issuance conditions – Application update.</u> <ul style="list-style-type: none"> • Annual license fee 	\$100.00
Chapter 5.52	HAWKERS, PEDDLERS AND SOLICITORS	FEE
5.52.050(1)	<u>License – Fee.</u> <ul style="list-style-type: none"> • Fee for a peddler, canvasser or solicitor license – first day • Fee for each additional day 	\$22.00 \$10.00
5.52.050(2)	<u>License – Fee.</u> <ul style="list-style-type: none"> • Fee for all persons per calendar year • Use of streets, parks, walks and other public places for the sale and/or display of wares or goods and may set dates and hours of operation. 	\$5.00 May waive fees required in this section
Chapter 7.12	DOG AND CAT LICENSES	FEE
7.12.030(1)	<u>Fees - Schedule.</u> <ul style="list-style-type: none"> • For each unneutered male dog • For each unneutered male cat • For each unspayed female dog • For each unspayed female cat • For each neutered male dog • For each neutered male cat • For each spayed female dog • For each spayed female cat 	\$35.00 \$35.00 \$35.00 \$35.00 \$10.00 \$10.00 \$10.00 \$10.00

7.12.035	<u>Fees – Procedure for senior citizens.</u> For persons who are 65 years of age or over and who certify to the clerk of the city under oath that he or she is over this age and is the owner of the cat or dog to be licensed.	50% of the fee stated in OHMC 7.12.030
7.12.040	<u>When purchased – Late fee – Term.</u> • Late charge fee	\$5.00
7.12.080	<u>Duplicate tag – Fee – License not transferable.</u> • Replacement fee for duplicate license tag	\$3.00
Chapter 15.04	MUNICIPAL SOLID WASTE COLLECTION	FEE
15.04.150(1)	<u>Solid waste collection rates.</u> • Residential roll cart service – Monthly charges - Roll cart size: 20 gallon - Roll cart size: 35 gallon - Roll cart size: 65 gallon - Roll cart size: 95 gallon	\$14.53 \$19.90 \$33.36 \$44.37
15.04.165(7)(a)	<u>Yard waste rates and collection practices.</u> • March – November services (weekly)	\$9.72 per month
15.04.165(7)(b)	<u>Yard waste rates and collection practices.</u> • December – February services (monthly)	\$3.25 per month
15.04.165(7)(c)	<u>Yard waste rates and collection practices.</u> • Delivery charge for first container • Delivery charge thereafter	No charge \$25.70 per delivery
15.04.165(7)(d)	<u>Yard waste rates and collection practices.</u> • Brown yard waste bags	\$3.50 per bag
15.04.165(7)(e)	<u>Yard waste rates and collection practices.</u> • Nonscheduled special pick-up trip fee	\$25.70
15.04.165(7)(f)	<u>Yard waste rates and collection practices.</u> • Timing and fee for change in service/Delivery fee	\$25.70
15.04.170(5)	<u>Temporary service.</u> • Set-up fee for temporary service account	\$28.62
15.04.170(8)	<u>Temporary service.</u> • Pick-up fee on temporary service account • Special trip fee	30% of the monthly charge for similar-sized container plus \$25.70 per pick-up
15.04.180(2)	<u>Residential collection provisions and special charges.</u> • Special pick-up request/trip fee	\$25.70
15.04.180(3)	<u>Residential collection provisions and special charges.</u> • Time for collection and fee/Return trip charge • Time for collection and fee/Each additional nonscheduled pick-up	\$25.70 \$25.70
15.04.180(4)	<u>Residential collection provisions and special charges.</u> • Recycling containers contaminated with garbage/Return trip charge to empty container	\$62.32
15.04.180(5)	<u>Residential collection provisions and special charges.</u> • Extra garbage bag fee	\$4.85

15.04.190(2)	<u>Nonresidential collection provisions and special charges.</u> <ul style="list-style-type: none"> • Charges for inconvenient location/Return trip charge • Charges for inconvenient location/Each additional nonscheduled pick-up 	\$25.70 \$25.70
15.04.220(1)	<u>General applicable rates.</u> <ul style="list-style-type: none"> • Uncontained cleanup 	\$114.50 per hour
15.04.220(2)	<u>General applicable rates.</u> <ul style="list-style-type: none"> • Temporarily stopping service while property vacant 	\$16.25
15.04.220(3)	<u>General applicable rates.</u> <ul style="list-style-type: none"> • Timing and fee for change in service 	\$25.70
15.04.230(13)(a)	<u>Recycling – Rates and collection practices.</u> <ul style="list-style-type: none"> • Commercial <ul style="list-style-type: none"> - One recycling roll cart (65 or 95 gallon sizes) - Additional roll carts 	No cost \$8.00 per container
15.04.230(13)(b)	<u>Recycling – Rates and collection practices.</u> <ul style="list-style-type: none"> • Residential <ul style="list-style-type: none"> - One 65 gallon roll cart 	No cost

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.g
Date: April 5, 2016
Subject: Resolution 16-13: Supporting
continued state funding of the
MRSC with no conditions

FROM: Nikki C. Esparza, City Attorney

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Adopt Resolution 16-13

BACKGROUND / SUMMARY INFORMATION

The original state Budget Bill ESSB 6246 sought to eliminate funding for Municipal Research and Services Center ("MRSC"). MRSC has provided comprehensive and objective guidance on complex issues to local governments in Washington for over 80 years, providing analysis, answers, and assistance on a wide variety of issues such as public records, purchasing and contracting, governmental operations, public works rosters, planning and legal issues. MRSC has also provided publications that affect local government.

The current senate budget proposes conditions for the funds for MRSC as it "investigates" whether contracts for such services should continue or be modified or terminated. If that provision is enacted as part of the final budget adopted by the House and Senate, MRSC's funding could be reduced or eliminated, which would be catastrophic to MRSC's operations. This is troubling because many cities and counties, both large and small, rely on MRSC for critically needed guidance, analysis, answers, and assistance on a wide variety of issues.

PSSB 6667 (Supplemental Operating Budget Proposal) as set out on Friday, March 11, 2016, states in relevant parts of the Budget:

Sec. 937. RCW 66.08.190 and 2012 2nd sp.s. c 5 s 8 are each amended to read as follows:

(1) Except for fiscal year 2017, prior to making distributions described in subsection (2) of this section, amounts must be retained to support allotments under RCW 43.88.110 from any legislative appropriation for municipal research and services. The legislative appropriation for

such services must be in the amount specified under RCW 66.24.065.

(2) When excess funds are distributed during the months of June, September, December, and March of each year, all moneys subject to distribution must be disbursed to border areas, counties, cities, and towns as provided in RCW 66.24.065.

(3) The amount remaining after distributions under subsections (1) and (2) of this section must be deposited into the general fund.

(4) It is the intent of the legislature to continue the policy under subsection (1) of this section into the 2017-2019 fiscal biennium to cease the retaining of funds for municipal research and services as it investigates whether contracts for such services should continue or be modified or terminated.

Sec. 938. RCW 66.24.065 and 2012 c 2 s 302 are each amended to read as follows:

(1) The distribution of spirits license fees under RCW 66.24.630 and 66.24.055 through the liquor revolving fund to border areas, counties, cities, towns, and the municipal research center must be made in a manner that provides that each category of recipients receive, in the aggregate, no less than it received from the liquor revolving fund during comparable periods prior to December 8, 2011.

An additional distribution of ten million dollars per year from the spirits license fees must be provided to border areas, counties, cities, and towns through the liquor revolving fund for the purpose of enhancing public safety programs.

(2) Notwithstanding subsection (1) of this section, for fiscal year 2017, the distributions made to border areas, counties, cities and towns shall be reduced in such amounts necessary to support allotments under RCW 43.88.110 from any legislative appropriation for 17 municipal research and services. It is the intent of the legislature to continue this policy into the 2017-2019 fiscal biennium as it investigates whether contracts for such services should continue or be modified or terminated.

LEGAL AUTHORITY

FISCAL IMPACT

If MRSC funding is eliminated, cities and counties throughout the state will incur new and increased costs in obtaining similar high-level services as currently provided by MRSC.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Resolution 16-13](#)

RESOLUTION NO. 16-13

A RESOLUTION OF THE CITY OF OAK HARBOR EXPRESSING SUPPORT FOR FULL STATE FUNDING OF THE MUNICIPAL RESEARCH AND SERVICES CENTER WITH NO CONDITIONS

WHEREAS, for over 80 years, the Municipal Research and Services Center ("MRSC") has provided comprehensive and objective guidance on complex legal and policy issues to local governments in Washington, including the City of Oak Harbor; and

WHEREAS, MRSC has been a trusted and dedicated provider to the City of Oak Harbor of guidance, analysis, answers, and assistance on a wide variety of issues such as public records, purchasing and contracting, governmental operations, statutory information and updates, and financial management and reporting, through public works rosters and publications; and

WHEREAS, the City of Oak Harbor relies on MRSC for substantive advice, research, opinions and information through direct contact with MRSC staff and through MRSC's website; and

WHEREAS, MRSC efficiently provides information and resources to all cities and counties, and thus saves public funds statewide; and

WHEREAS, the current senate budget proposes conditions for state funding of MRSC as it "investigates" whether contracts for such services should continue or be modified or terminated which would deprive the City of Oak Harbor and many other cities and counties of important, useful, and valuable services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oak Harbor as follows:

1. The City of Oak Harbor supports full funding of MRSC from the state budget with no conditions now and in the future.
2. The City Council authorizes City staff to take action in accordance with this Resolution to support full funding of MRSC with no conditions from the state budget.

PASSED by the City Council and approved by its Mayor this ____ day of April, 2016.

CITY OF OAK HARBOR

Robert Severns, Mayor

Attest:

Anna Thompson, City Clerk

Approved as to form:

Nikki Esparza, City Attorney

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.h
Date: April 5, 2016
Subject: Reappointment: Nora Daniel to
the Police Community Advisory
Board

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Seaverns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Reappoint Nora Daniel to the Police Community Advisory Board (CAB) Position 3 for a 4-year term, beginning March 1, 2016 and ending March 1, 2020.

BACKGROUND / SUMMARY INFORMATION

Nora Daniel was reappointed to the CAB on the March 15, 2016 Council Meeting. The agenda bill listed the appointment as 3 years versus 4 years as set forth in OHMC 2.50.030 (c). This agenda bill amends the term from 3 years to 4 years, with Ms. Daniel's term beginning March 1, 2016 and ending March 1, 2020.

LEGAL AUTHORITY

OHMC 2.50.030 (c).

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

March 15, 2016 Council Meeting.

ATTACHMENTS

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.i
Date: April 5, 2016
Subject: Appointment: Melissa Riker to
the Parks Board as Full Member

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Confirm Melissa Riker's appointment as Full Parks Board Member, Position 5, beginning January 26, 2016 and ending December 1, 2016.

BACKGROUND / SUMMARY INFORMATION

Ms. Riker was appointed and confirmed as Full Parks Board Member on March 15, 2016 with an incorrect term ending date. This seeks to amend the end term date to December 1, 2016. Melissa Riker was appointed to fulfill Ms. Wasinger's unexpired term (Position 5) of December 1, 2013 through December 1, 2016.

LEGAL AUTHORITY

OHMC 2.30.

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

March 15, 2016 Council Meeting.

ATTACHMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.j
Date: April 5, 2016
Subject: Appointment: Julie Fakkema to
the Park Board as the Alternate
Member

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Seaverns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Confirm Julie Fakkema's appointment to the Parks Board as the Alternate Member beginning April 5, 2016 and ending February 1, 2017.

BACKGROUND / SUMMARY INFORMATION

Mayor Seaverns appoints Julie Fakkema to serve as the Park Board Alternate. Melissa Riker resigned as Park Board Alternate when she was appointed as Full Park Board Member on March 15, 2016. If confirmed, Julie Fakkema will finish the unexpired term of Park Board Alternate beginning April 5, 2016 and ending February 1, 2017.

LEGAL AUTHORITY

OHMC 2.30.

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Biography of Julie Fakkema](#)

Biography Form

Recommended Board Appointment for:

Name: Julie Fakkema Date: 3/21/16

Address: 270 SE Barrington Dr. #C101

City, State, Zip: Oak Harbor, WA 98277

Telephone Number: 360-969-0468 Email Address: jfakkema@comcast.net

Mailing Address (if different from above): _____

Resident of Oak Harbor/Whidbey Island for: 50+ years

Occupation and Place of Employment (if retired, reference previous occupation): Receptionist @ Family Bible Church.

Local Group or Civic Affiliations:
N/A

Special Interests:
Reading, Writing, Knitting, Sewing, Biking, Running, Swimming, Hiking.

Other General Comments:
Education:
BAE

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.k
Date: April 5, 2016
Subject: Appointment: Alyssa Merriman
to the Planning Commission

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator/Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Confirm appointment of Alyssa Merriman, Position 5, to the Planning Commission, beginning April 5, 2016 and ending March 1, 2017.

BACKGROUND / SUMMARY INFORMATION

Mayor Severns appoints Alyssa Merriman to serve on the Planning Commission. If confirmed, Ms. Merriman will serve out the remainder of Ana Schlect's position. Mrs. Schlect resigned on January 26, 2016.

LEGAL AUTHORITY

OHMC 18.04.

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Alyssa Merriman - Biography Form](#)



Boards and Commissions Biography Form

Recommended Board Appointment for: Planning Commission

Name: Alyssa Merriman Date: 3/27/16

Address: 1370 SW Fairhaven Dr

City, State, Zip: Oak Harbor, WA, 98277

Phone Number: (360)632-0792 Email Address: alyssa-merriman@hotmail.com

Mailing Address: (if different from above) _____

Resident of Oak Harbor City
Limits? If yes, how long?

Yes, for 24 years

Occupation and Place of Employment: (if
retired, reference previous occupation(s))

Administrative Assistant & Missions Director
at Living Word Foursquare Church

Local Group or Civic Affiliations:

North Whidbey Soccer Club Volunteer (Coaching)
Crescent Harbor Elementary liason

Special Interests:

Community development, missions, traveling,
running

Education and Other General Comments:

- Bachelor of Arts in English, Northwest University
- Currently working on a Masters in International
Community Development at Northwest University

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.1
Date: April 5, 2016
Subject: Appointment: Cheryl Lawler to
the Police Community Advisory
Board

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Seaverns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Confirm the appointment of Cheryl Lawler to the Police Community Advisory Committee, Position 4, beginning April 5, 2016 and ending March 1, 2019.

BACKGROUND / SUMMARY INFORMATION

Mayor Seaverns appoints Cheryl Lawler to the Police Community Advisory Committee (CAB) to serve the remainder of Position 4. Lucas Yonkman recently resigned from the CAB on February 8, 2016.

LEGAL AUTHORITY

OHMC 2.50.020-030.

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS



Boards and Commissions Biography Form

Recommended Board Appointment for: Citizens Advisory Board – Police Dept.

Name: Cheryl L. Lawler **Date:** March 23, 2016

Address: 1080 SW Harbor Vista Circle

City, State, Zip: Oak Harbor, WA 98277

Phone Number: 206-427-1295 **Email Address:** Ch_lawler@comcast.net

Mailing Address: *(if different from above)* _____

Resident of Oak Harbor City

Limits? If yes, how long? Yes - 11 years

Occupation and Place of Employment:

(if retired, reference previous occupation(s)) _____

Employed by SaviBank – VP and Human Resources Manager.

Local Group or Civic Affiliations:

I am the Head Mentor Mom for the Mothers of Preschoolers (MOPS) group at Family Bible Church and have been serving as a Mentor in this program for the past eight years. I am an active member of Skagit Island Human Resources (SIHRM) Association and a past Board member. I am a 15 year member of the Society of Human Resources Management (SHRM). I have volunteered during the Oak Harbor Music Festival for the past couple of years and am active member of Family Bible Church of Oak Harbor.

Special Interests:

I greatly enjoy spending time with family and friends. I also enjoy walking and did my first marathon 12 years ago. I love to read, help others, and learning new things.

Education and Other General Comments:

Bachelor of Science degree in Business Management. Two professional Human Resources certifications: (1) Senior Professional Human Resources (SPHR) through the Human Resources Certification Institute and (2) Senior Certified Professional (SHRM – SCP) through Society of Human Resource Management.

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.m
Date: April 5, 2016
Subject: Appointment: Hal Hovey to the
Planning Commission

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Confirm appointment of Hal Hovey to the Planning Commission, Position 6, beginning April 5, 2016 and ending July 1, 2017.

BACKGROUND / SUMMARY INFORMATION

Mayor Severns appoints Hal Hovey to the Planning Commission to serve out the remainder of Mike Piccone's position. Mr. Piccone resigned from the Planning Commission on February 4, 2016.

LEGAL AUTHORITY

OHMC 18.04.

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Biography Form](#)



Boards and Commissions Biography Form

Recommended Board Appointment for: Planning Commission

Name: Hal Hovey **Date:** March 28, 2016

Address: 2765 SW Scenic Heights St

City, State, Zip: Oak Harbor, WA 98277

Phone Number: (360) 929-0261 **Email Address:** halhovey@gmail.com

Mailing Address: *(if different from above)* _____

Resident of Oak Harbor City Yes, 10 years

Limits? If yes, how long? _____

Occupation and Place of Employment: Realtor®
(if retired, reference previous occupation(s)) _____

Coldwell Banker Koetje Real Estate, 415 SE Pioneer Way, Oak Harbor

Previously – Pilot, Northwest Airlines, 1999-2003

Retired USAF Fighter Pilot – Lieutenant Colonel, USAF (Ret), 1979-1999

Local Group or Civic Affiliations:

Member Main Street Association

Member Oak Harbor Yacht Club

Special Interests:

- Fiscal responsibility of government

- Transparency & Accountability of government agencies to the public

- Well planned maintenance & improvement of public resources

Education and Other General Comments:

- Graduate – Georgetown University, 1978

- Graduate – USAF Air Command & Staff College

- Adjunct Instructor – College of Southern Nevada – Political Science
Dept – 2003-2008

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.n
Date: April 5, 2016
Subject: City-Wide Auctioneer
Agreement 2016

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

A motion to enter into a contract with Harold Mather Inc. Auctioneers for auctioneer services for the 2016 City-Wide auction.

BACKGROUND / SUMMARY INFORMATION

The City-Wide auction date has been set for Saturday, June 11, 2016 with a preview on Friday, June 10th. Following our procurement procedures, and after reviewing the available auctioneering firms on the Small Works Roster, Harold Mather Inc. Auctioneers is being presented to City Council as the recommended provider of auctioneering services for this year's event.

Harold Mather Inc. Auctioneers of Spanaway, Washington has provided auctioneer services for the 2005-2009 and the 2015 City-Wide auctions. They have always been professional, prepared and acted in our best interest.

The services of an auctioneer include, but are not limited to, setup and layout of merchandise, advertising via printed brochures and newspaper ads, and crew and staff for set-up and auction day duties.

A typical 10% buyer's premium will be charged to the buyer at the time of purchase, as part of the Auctioneer's compensation. Labor and advertising costs will not exceed \$5,500.00. The labor and advertising cost will be spread among all agencies involved. The auctioneer's commission rate will be an 8% flat commission rate of the gross sales.

Staff is highly recommending Harold Mather Inc. Auctioneers due to their past performance and excellent auctioneer reputation.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$5,500.00 plus 8% of gross auction proceeds

Appropriation Source:

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Professional Services Agreement](#)
2. [Exhibit "A"-Auctioneer Proposal](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND HAROLD MATHER INC. AUCTIONEERS
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and Harold Mather Inc. Auctioneers, a Washington Inc. (“Consultant”)

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding the City-Wide Auction as scheduled on June 11, 2016, as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as Exhibit “A” and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall commence on April 5, 2016 and shall terminate at midnight, June 30, 2016. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNIFICATION/HOLD HARMLESS.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the

extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

- a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees.
- b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with the limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - g. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the Consultant before commencement of the work.
 - h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - j. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading;

demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

- a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
- b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
- d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

- a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.
- b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

- c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.
- d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

- a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed See Exhibit "A" Dollars (\$ _____) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit "A", the City shall pay Consultant a mutually agreed amount.
- b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.
- c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

Mayor
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

Notices to the Consultant shall be sent to the following address:

Harold Mather
Harold Mather Inc. Auctioneers
3010 208th Street East
Spanaway, WA 98387

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be

deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

- V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.
- V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Island County, Washington.
- V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2016.

CITY OF OAK HARBOR

HAROLD MATHER INC.
AUCTIONEERS

By _____
_____, Mayor

By _____
Harold Mather, Owner

Approved as to form:

City Attorney

Attest:

City Clerk

EXHIBIT A
SCOPE OF WORK

HAROLD
Mather INC., AUCTIONEERS
3010 208th Street East, Spanaway, Washington 98387
(253) 847-8161 • Fax: (253) 847-6648

Exhibit "A"

March 16, 2016

City of Oak Harbor
1400 N.E. 16th Ave.
Oak Harbor, Wa. 98277

Attention: Sandra Place
Budget/Purchasing Specialist

RE: Request for Auctioneering Services - June 11, 2016

Dear Ms. Place,

Thank you for your request for us to conduct an auction for the City of Oak Harbor and others. The following is a brief outline of our proposal.

Briefly our services for the auction will include but are not limited to the following:

INVENTORY: Mather Auctioneers will inventory, list and photo all items to be sold for purposes of advertising and cataloging.

SETUP/CHECK OUT: Mather Auctioneers will arrange for labor to do the physical set-up and arrangement of the inventory to be sold. Auction personnel will list, tag, and catalogue all lots. Catalogues will be supplied to each buyer signing in and/or downloaded from our web page. Mather Auctioneers will supervise check-out after the auction. Buyers are required to pay before any items can be removed.

ADVERTISING: Mather Auctioneers will handle all advertising to promote the auction, i.e. newspapers, illustrated brochures, and Internet. Mather maintains a data base of auction buyers intended for mailing and emailing and uses a state of the art computer program for auction sales, inventory and mailing data.

AUCTION PERSONNEL: (Sale Day) Mather Auctioneers will provide all personnel required to conduct the auction including auctioneers, sales team, cashiers and computer techs.

ACCOUNTING: Mather Auctioneers will provide a complete computerized accounting of all inventory and buyers names, sale prices, and expenses after the auction.

RISK MANAGEMENT: Mather Auctioneers can provide a certificate of insurance listing City of Oak Harbor and others as additional insured for the duration of this project.

DOCUMENTATION: Mather Auctioneers Inc. Is bonded with the State of Washington - License No. 2505 and Motor Vehicle License No. 0218. Mather Auctions is a long time member of the National and Washington Auctioneers Associations.

BUDGET ESTIMATES: Mather Auctioneers estimates at this date are as follows:

Setup, security and check out labor	\$3,500.
Advertisement - newspapers, brochures, internet, catalogues and legal ad fees	<u>2,000.</u>
Total	\$5,500.

FINANCIAL CONSIDERATIONS: Mather Auctioneers fee for conducting the auction is 8% of the gross sales plus expenses for labor and advertising necessary to complete this project as listed above. Expenses and fees will be deducted from the proceeds of the sale at time of settlement and itemized for Oak Harbor. Mather Auctioneers will charge a 10% buyers premium at the auction and credit card fees will be prorated to sellers.

TIME (DATE) CONSIDERATIONS: Saturday, June 11, 2016 is the date of the auction. We recommend scheduling a preview on Friday, June 10th

OTHER CONSIDERATIONS: Mather will arrange for a concessionaire to be on site sale day at no charge. Any sani-cans needed would be charged with expenses.

We look forward to being of service to Oak Harbor again. Thank you for your consideration..

Sincerely,



Harold Mather
Harold Mather Inc., Auctioneers

Email: matherauc@msn.com

Direct Phone: 253 381 0467

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.o
Date: April 5, 2016
Subject: Interlocal Agreement for Auction
Services-Island County

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

A motion to authorize the Mayor to enter into an Interlocal Agreement to establish mutual aid and cooperation in allowing both the City of Oak Harbor and Island County to join together to surplus items via an auction method.

BACKGROUND / SUMMARY INFORMATION

In the past, the City of Oak Harbor has joined forces with a variety of entities to ensure a successful and cost effective auction. The auctioneer fee is based on the potential size of the auction and the advertising costs are shared among all entities. This allows for the City to save money by lowering the auctioneer fee and by sharing the operating and advertising costs.

The City of Oak Harbor will take the lead, as we have done in the past and our responsibilities and those of our joint partners are outlined in the interlocal agreement attached.

LEGAL AUTHORITY

RCW Chapter 39.34 allows government entities to enter into cooperative agreements.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Interlocal Agreement-Island County](#)

INTERLOCAL AGREEMENT FOR MUTAL AID AND COOPERATION OF AUCTION SERVICES BETWEEN THE CITY OF OAK HARBOR, WASHINGTON AND THE ISLAND COUNTY, WASHINGTON

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the CITY OF OAK HARBOR, WASHINGTON, a municipal corporation, hereinafter referred to as “Oak Harbor”, and ISLAND COUNTY, WASHINGTON, a municipal corporation, hereinafter referred to as “Island County”.

WINESETH:

WHEREAS, Island County desires to join the City of Oak Harbor in the annual City-Wide Auction; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

Purpose: The purpose of this agreement is to establish mutual aid and cooperation in allowing both Oak Harbor and Island County to join together to surplus items via an auction method.

Responsibilities of Oak Harbor: Oak Harbor shall have the following duties and responsibilities under this Agreement;

1. Oak Harbor will procure the Auctioneer and be responsible of all transactions with said vendor.
2. Oak Harbor will provide the auction site and all security necessary to ensure auction items are stored, sold and removed from site.
3. Oak Harbor will pay their fair share of operating and advertising costs.
4. Oak Harbor will pay the 8% auction fee based on the gross total of Oak Harbor items.

Responsibilities of Island County: Island County shall have the following duties and responsibilities under this Agreement;

1. Island County will surplus their items as outlined in their surplus and disposal procedures.
2. Island County will provide Oak Harbor with a detailed list of items to be sold.
3. Island County will provide Oak Harbor with all surplus vehicle and equipment titles, if applicable.
4. Island County will transport all items to designated area by the designated time set forward by the auctioneer.
5. Island County will pay their fair share of operating and advertising costs.
6. Island County will pay the 8% auction fee based on the gross total of Island County items.

Representation, Warranties, and Indemnities:

- A. Oak Harbor represents and warrants to Island County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. Island County represents and warrants to Oak Harbor that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. It is understood and agreed between the parties hereto that both Oak Harbor and Island County agree to protect, defend, indemnify and hold harmless one another, its council, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by either party.

Duration of Agreement. This agreement will expire June 30, 2016.

Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contact for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Interlocal Cooperation Act. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. Oak Harbor shall be designated as the Administrator of this Interlocal Agreement.

Entire Agreement. This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

Insurance. Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

Litigation. In the event that any suite or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce and interpret this Agreement shall lie in the Superior Court for Island County, Washington.

Notices. All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Oak Harbor:

Robert Severns
Mayor
865 SE Barrington Drive
Oak Harbor, WA 98277

To Island County:

Filing of Agreement. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first above written.

ENTERED this ____ day of _____, 2016.

CITY OF OAK HARBOR

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ISLAND COUNTY

(Title)

ATTEST:

(Title)

APPROVED AS TO FORM:

(Title)

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.p
Date: April 5, 2016
Subject: Interlocal Agreement for Auction
Services-Oak Harbor School
District

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Seaverns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

A motion to authorize the Mayor to enter into an Interlocal Agreement to establish mutual aid and cooperation in allowing both the City of Oak Harbor and the Oak Harbor School District to join together to surplus items via an auction method.

BACKGROUND / SUMMARY INFORMATION

In the past, the City of Oak Harbor has joined forces with a variety of entities to ensure a successful and cost effective auction. The auctioneer fee is based on the potential size of the auction and the advertising costs are shared among all entities. This allows for the City to save money by lowering the auctioneer fee and by sharing the operating and advertising costs.

The City of Oak Harbor will take the lead, as we have done in the past and our responsibilities and those of our joint partners are outlined in the interlocal agreement attached.

LEGAL AUTHORITY

RCW Chapter 39.34 allows government entities to enter into cooperative agreements.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Interlocal Agreement-Oak Harbor School District](#)

INTERLOCAL AGREEMENT FOR MUTAL AID AND COOPERATION OF AUCTION SERVICES BETWEEN THE CITY OF OAK HARBOR, WASHINGTON AND THE OAK HARBOR SCHOOL DISTRICT, WASHINGTON

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the CITY OF OAK HARBOR, WASHINGTON, a municipal corporation, hereinafter referred to as “Oak Harbor”, and OAK HARBOR SCHOOL DISTRICT, WASHINGTON, a public corporation, hereinafter referred to as “Oak Harbor School District”.

WINESETH:

WHEREAS, Oak Harbor School District desires to join the City of Oak Harbor in the annual City-Wide Auction; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

Purpose: The purpose of this agreement is to establish mutual aid and cooperation in allowing both Oak Harbor and Oak Harbor School District to join together to surplus items via an auction method.

Responsibilities of Oak Harbor: Oak Harbor shall have the following duties and responsibilities under this Agreement;

1. Oak Harbor will procure the Auctioneer and be responsible of all transactions with said vendor.
2. Oak Harbor will provide the auction site and all security necessary to ensure auction items are stored, sold and removed from site.
3. Oak Harbor will pay their fair share of operating and advertising costs.
4. Oak Harbor will pay the 8% auction fee based on the gross total of Oak Harbor.

Responsibilities of Oak Harbor School District: Oak Harbor School District shall have the following duties and responsibilities under this Agreement;

1. Oak Harbor School District will surplus their items as outlined in their surplus and disposal procedures.
2. Oak Harbor School District will provide Oak Harbor with a detailed list of items to be sold.
3. Oak Harbor School District will provide Oak Harbor with all surplus vehicle and equipment titles, if applicable.
4. Oak Harbor School District will transport all items to designated area by the designated time set forward by the auctioneer.
5. Oak Harbor School District will pay their fair share of operating and advertising costs.
6. Oak Harbor School District will pay the 8% auction fee based on the gross total of Oak Harbor School District items.

Representation, Warranties, and Indemnities:

- A. Oak Harbor represents and warrants to Oak Harbor School District that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. Oak Harbor School District represents and warrants to Oak Harbor that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. It is understood and agreed between the parties hereto that both Oak Harbor and Oak Harbor School District agree to protect, defend, indemnify and hold harmless one another, its council, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by either party.

Duration of Agreement. This agreement will expire June 30, 2016.

Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contact for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Interlocal Cooperation Act. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. Oak Harbor shall be designated as the Administrator of this Interlocal Agreement.

Entire Agreement. This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

Insurance. Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at

the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

Litigation. In the event that any suite or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce and interpret this Agreement shall lie in the Superior Court for Oak Harbor School District, Washington.

Notices. All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Oak Harbor:

Robert Severns
Mayor
865 SE Barrington Drive
Oak Harbor, WA 98277

To Oak Harbor School District:

Filing of Agreement. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first above written.

ENTERED this ____ day of _____, 2016.

CITY OF OAK HARBOR

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

OAK HARBOR SCHOOL DISTRICT

(Title)

ATTEST:

(Title)

APPROVED AS TO FORM:

(Title)

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.q
Date: April 5, 2016
Subject: Interlocal Agreement for Auction
Services-North Whidbey Fire
and Rescue

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

A motion to authorize the Mayor to enter into an Interlocal Agreement to establish mutual aid and cooperation in allowing both the City of Oak Harbor and North Whidbey Fire and Rescue to join together to surplus items via an auction method.

BACKGROUND / SUMMARY INFORMATION

In the past, the City of Oak Harbor has joined forces with a variety of entities to ensure a successful and cost effective auction. The auctioneer fee is based on the potential size of the auction and the advertising costs are shared among all entities. This allows for the City to save money by lowering the auctioneer fee and by sharing the operating and advertising costs.

The City of Oak Harbor will take the lead, as we have done in the past and our responsibilities and those of our joint partners are outlined in the interlocal agreement attached.

LEGAL AUTHORITY

RCW Chapter 39.34 allows government entities to enter into cooperative agreements.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Interlocal Agreement-North Whidbey Fire and Rescue](#)

INTERLOCAL AGREEMENT FOR MUTAL AID AND COOPERATION OF AUCTION SERVICES BETWEEN THE CITY OF OAK HARBOR, WASHINGTON AND THE NORTH WHIDBEY FIRE, WASHINGTON

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the CITY OF OAK HARBOR, WASHINGTON, a municipal corporation, hereinafter referred to as "Oak Harbor", and NORTH WHIDBEY FIRE, WASHINGTON, a Fire District, hereinafter referred to as "North Whidbey Fire".

WINESETH:

WHEREAS, North Whidbey Fire desires to join the City of Oak Harbor in the annual City-Wide Auction; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

Purpose: The purpose of this agreement is to establish mutual aid and cooperation in allowing both Oak Harbor and North Whidbey Fire to join together to surplus items via an auction method.

Responsibilities of Oak Harbor: Oak Harbor shall have the following duties and responsibilities under this Agreement;

1. Oak Harbor will procure the Auctioneer and be responsible of all transactions with said vendor.
2. Oak Harbor will provide the auction site and all security necessary to ensure auction items are stored, sold and removed from site.
3. Oak Harbor will pay their fair share of operating and advertising costs.
4. Oak Harbor will pay the 8% auction fee based on the gross total of Oak Harbor items.

Responsibilities of North Whidbey Fire: North Whidbey Fire shall have the following duties and responsibilities under this Agreement;

1. North Whidbey Fire will surplus their items as outlined in their surplus and disposal procedures.
2. North Whidbey Fire will provide Oak Harbor with a detailed list of items to be sold.
3. North Whidbey Fire will provide Oak Harbor with all surplus vehicle and equipment titles, if applicable.
4. North Whidbey Fire will transport all items to designated area by the designated time set forward by the auctioneer.
5. North Whidbey Fire will pay their fair share of operating and advertising costs.
6. North Whidbey Fire will pay the 8% auction fee based on the gross total of North Whidbey Fire items.

Representation, Warranties, and Indemnities:

- A. Oak Harbor represents and warrants to North Whidbey Fire that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. North Whidbey Fire represents and warrants to Oak Harbor that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. It is understood and agreed between the parties hereto that both Oak Harbor and North Whidbey Fire agree to protect, defend, indemnify and hold harmless one another, its council, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by either party.

Duration of Agreement. This agreement will expire June 30, 2016.

Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contact for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Interlocal Cooperation Act. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. Oak Harbor shall be designated as the Administrator of this Interlocal Agreement.

Entire Agreement. This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

Insurance. Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

Litigation. In the event that any suite or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce and interpret this Agreement shall lie in the Superior Court for North Whidbey Fire, Washington.

Notices. All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Oak Harbor:

Robert Severns
Mayor
865 SE Barrington Drive
Oak Harbor, WA 98277

To North Whidbey Fire:

Filing of Agreement. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first above written.

ENTERED this ____ day of _____, 2016.

CITY OF OAK HARBOR

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

NORTH WHIDBEY FIRE

(Title)

ATTEST:

(Title)

APPROVED AS TO FORM:

(Title)

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.r
Date: April 5, 2016
Subject: Interlocal Agreement for Auction
Services-Town of Coupeville

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

A motion to authorize the Mayor to enter into an Interlocal Agreement to establish mutual aid and cooperation in allowing both the City of Oak Harbor and the Town of Coupeville to join together to surplus items via an auction method.

BACKGROUND / SUMMARY INFORMATION

In the past, the City of Oak Harbor has joined forces with a variety of entities to ensure a successful and cost effective auction. The auctioneer fee is based on the potential size of the auction and the advertising costs are shared among all entities. This allows for the City to save money by lowering the auctioneer fee and by sharing the operating and advertising costs.

The City of Oak Harbor will take the lead, as we have done in the past and our responsibilities and those of our joint partners are outlined in the interlocal agreement attached.

LEGAL AUTHORITY

RCW Chapter 39.34 allows government entities to enter into cooperative agreements.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Interlocal Agreement-Town of Coupeville](#)

INTERLOCAL AGREEMENT FOR MUTAL AID AND COOPERATION OF AUCTION SERVICES BETWEEN THE CITY OF OAK HARBOR, WASHINGTON AND THE TOWN OF COUPEVILLE, WASHINGTON

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the CITY OF OAK HARBOR, WASHINGTON, a municipal corporation, hereinafter referred to as “Oak Harbor”, and TOWN OF COUPEVILLE, WASHINGTON, a public corporation, hereinafter referred to as “Town of Coupeville”.

WINESETH:

WHEREAS, Town of Coupeville desires to join the City of Oak Harbor in the annual City-Wide Auction; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

Purpose: The purpose of this agreement is to establish mutual aid and cooperation in allowing both Oak Harbor and Town of Coupeville to join together to surplus items via an auction method.

Responsibilities of Oak Harbor: Oak Harbor shall have the following duties and responsibilities under this Agreement;

1. Oak Harbor will procure the Auctioneer and be responsible of all transactions with said vendor.
2. Oak Harbor will provide the auction site and all security necessary to ensure auction items are stored, sold and removed from site.
3. Oak Harbor will pay their fair share of operating and advertising costs.
4. Oak Harbor will pay the 8% auction fee based on the gross total of Oak Harbor.

Responsibilities of Town of Coupeville: Town of Coupeville shall have the following duties and responsibilities under this Agreement;

1. Town of Coupeville will surplus their items as outlined in their surplus and disposal procedures.
2. Town of Coupeville will provide Oak Harbor with a detailed list of items to be sold.
3. Town of Coupeville will provide Oak Harbor with all surplus vehicle and equipment titles, if applicable.
4. Town of Coupeville will transport all items to designated area by the designated time set forward by the auctioneer.
5. Town of Coupeville will pay their fair share of operating and advertising costs.
6. Town of Coupeville will pay the 8% auction fee based on the gross total of Town of Coupeville items.

Representation, Warranties, and Indemnities:

- A. Oak Harbor represents and warrants to Town of Coupeville that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. Town of Coupeville represents and warrants to Oak Harbor that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. It is understood and agreed between the parties hereto that both Oak Harbor and Town of Coupeville agree to protect, defend, indemnify and hold harmless one another, its council, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by either party.

Duration of Agreement. This agreement will expire June 30, 2016.

Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contact for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Interlocal Cooperation Act. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. Oak Harbor shall be designated as the Administrator of this Interlocal Agreement.

Entire Agreement. This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

Insurance. Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.

Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

Litigation. In the event that any suite or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce and interpret this Agreement shall lie in the Superior Court for Town of Coupeville, Washington.

Notices. All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Oak Harbor:

Robert Severns
Mayor
865 SE Barrington Drive
Oak Harbor, WA 98277

To Town of Coupeville:

Filing of Agreement. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first above written.

ENTERED this ____ day of _____, 2016.

CITY OF OAK HARBOR

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

TOWN OF COUPEVILLE

(Title)

ATTEST:

(Title)

APPROVED AS TO FORM:

(Title)

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.s
Date: April 5, 2016
Subject: Bid Award-Jail and Evidence
Security System

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

I move to award the bid for one (1) Jail and Evidence Security System to Efficient Communication Systems in the amount of \$45,544.35.

BACKGROUND / SUMMARY INFORMATION

On February 17, 2016 staff solicited bids for two weeks for one (1) Jail and Evidence Security System to be used by the Police Department to upgrade their current security system. The existing system was installed with in-house staff and is now outdated and needs to be improved to cover all of the Police Department needs.

Staff researched multiple options and found that there is a need for additional cameras inside and outside of the Police Department, a more secure set up for the digital recorder and a system that can allow for a video court, which will enhance the safety of the officers and inmates.

The bid was advertised in the Daily Journal of Commerce and Whidbey New Times.

Staff received and opened four sealed bids on March 10, 2016.

The bid totals are tabulated below:

<u>VENDOR</u>		<u>BID AMOUNT</u>
Efficient Communication Solutions	\$	45,544.35
Cook Security Group	\$	47,574.19
Gateway Controls	\$	51,626.52
Building Control Systems	\$	61,337.00

Staff reviewed the bid prices and has determined that Efficient Communication Solutions will meet the

needs of the Police Department for both quality of products and service.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$45,544.35

Appropriation Source: Carried over funds from 2015

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [ECS Bid](#)

SPECIFICATIONS FOR JAIL/EVIDENCE CAMERA SYSTEM



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SECTION I

CALL FOR BIDS

Sealed bids will be received by the City of Oak Harbor until 2:00 p.m., Thursday, March 10, 2016, at the Office of the City Clerk at which time they will be opened and publicly read aloud for the furnishing of one (1) jail/evidence camera system.

Any questions and/or comments or objections to the bid documents and/or specifications shall be submitted in writing to the Public Works Superintendent at least five (5) days prior to the bid opening date. If necessary, an addendum will be issued to all bidders who obtained bid documents from the Public Works Superintendent.

A certified check or bid bond in the amount of 5% of the bid must accompany each bid. Washington State sales tax will be a separate bid item.

The City of Oak Harbor reserves the right to reject any and/or all bids and to waive any informality in the form of bid. The City also reserves the right to waiver individual specifications if it is satisfied that the bid otherwise meets the performance standards set by these specifications.

Specifications may be obtained from Sandra Place, 1400 NE 16th Avenue, Oak Harbor, Washington 98277, (360) 279-4757, via e-mail at splace@oakharbor.org or on the City website at www.oakharbor.org.

Anna Thompson, City Clerk

Published: Daily Journal of Commerce—February 17, 2016 and February 24, 2016
Whidbey News-Times – February 17, 2016 and February 24, 2016

BID PROPOSAL
JAIL/EVIDENCE CAMERA SYSTEM

TO: Oak Harbor City Council
Oak Harbor, Washington

Ladies and Gentlemen:

The undersigned hereby certifies that he has read the "Call for Bids", "Instructions to Bidders", and the "Specifications" pertaining to this bid proposal and that he thoroughly understands and agrees to furnish the equipment in the time and at the prices set forth below:

Item No.	Description	
1.	Total hardware and software costs <i>& installation</i>	\$ <u>41,899.13</u>
2.	Washington State Sales Tax <u>8.7%</u>	\$ <u>3,645.22</u>
3.	Total Amount of Bid (Federal Excise Tax Excluded)	\$ <u>45,544.35</u>

The bid shall be quoted F.O.B. Oak Harbor, Washington.

Delivery of two units will be made within 7 days after receipt of order.

Please specify delivery time.

Descriptive literature and factory guarantee or warranty of item bid shall be attached to the bid and become a part of any contract entered into.

Warranty
1 year manufacturer warranty for materials & 1 year warranty through ECS on installation.
Deviations to Specifications noted separately. Yes No NOT applicable

Receipt of Addendum #1 acknowledged. NOT applicable

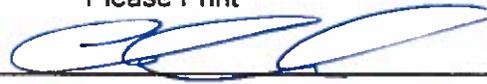
Attached hereto is certified check for \$ 2278.00 payable to the Finance Director, Oak Harbor, Washington, which amount is 5% or more of the bid.

Address and mark envelope to:

City of Oak Harbor
City Clerk
865 SE Barrington Drive
Oak Harbor, WA 98277

"PROPOSAL TO FURNISH ONE (1) JAIL/EVIDENCE CAMERA SYSTEM

Bid opening: 2:00 p.m., Thursday, March 10, 2016

Bidder Efficient Communication Solutions
By Charles Bressler
Please Print
Signature 
Address 3702 W. Valley Hwy N, Ste 302
Auburn, WA 98001
Phone 253.886.5400
E-mail address charles.bressler@goecs.com

SECTION III

INSTRUCTIONS TO BIDDERS

1. Bid opening will be Thursday, March 10, 2016 at 2:00 p.m.
2. All bids must be clearly and distinctly marked, **"PROPOSAL TO FURNISH ONE (1) JAIL/EVIDENCE CAMERA SYSTEM "**.
3. A certified check or bid bond in the amount of five percent (5%) of the total bid must accompany the bid.
4. Washington State sales tax shall be submitted as a separate item.
5. Federal excise tax shall be excluded.
6. Bids shall be made on the attached bid forms.
7. Bidder shall attach to his bid specific descriptive literature and specifications for the piece of equipment bid. The bidder's proposal must include a listing of any items which do not comply with these specifications, including details of any substitution or deviation from these specifications.
8. At the discretion of the Public Works Director, bidders may be required to provide an on-site demonstration of the equipment prior to award of bid.
9. The City of Oak Harbor reserves the right to consider delivery time, and to reject any and/or all bids and to waive any informalities in the bidding and to accept the best and most satisfactory bid. The City also reserves the right to waive individual specifications if it is satisfied that the bid otherwise meets the performance standards set by these specifications.
10. The term "equal" shall mean that the quality and capability of equipment must be equal to the described. The Public Works Director shall be sole arbiter in the determination of equality.
11. No bidder may withdraw his bid for a period of sixty (60) days after the date set for bid opening.
12. No bidder may contact staff the day of the bid and/or seven days after the bid opening.

SECTION IV

SPECIFICATIONS FOR ONE (1) JAIL/EVIDENCE CAMERA SYSTEM

INTENT:

It is the intent of these specifications is to provide the City of Oak Harbor with an upgraded surveillance camera system for our jail and evidence room.

DETAILED MINIMUM SPECIFICATIONS:

SPECIFICATIONS: Specifications are to be met or exceeded.

EXCEPTIONS: The bidder must list any exceptions (major or minor) to the specifications. The bidder must prove "an equal" in writing with literature. This information must be in the bid package and cannot be supplied at a later date.

GENERAL TERMS:

All equipment furnished under this contract will be new. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included. Unit must conform to the best practice known to the chassis trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts shall be standard and interchangeable throughout the entire unit as specified in this invitation to bid. The buyer reserves the right to waive or take exception to these specifications if it be to the buyer's advantage or best interest.

INTERGOVERNMENTAL PURCHASING:

This City of Oak Harbor contract provides the right for other government agencies to purchase directly from this contract. This contract shall follow first class bid requirements and our local ordinance which states that any purchases in excess of thirty thousand dollars shall be competitively bid and shall be advertised not only in our local paper, but in the Seattle Daily Journal of Commerce fulfilling all advertising requirements.

The City of Oak Harbor in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

MINIMUM SPECIFICATIONS
ONE (1) JAIL/EVIDENCE CAMERA SYSTEM

SCOPE OF BID

The purpose of this specification is to obtain surveillance camera system equipment with installation for our jail and evidence room. City staff will accommodate scheduling for sensitive areas when work needs to take place. All vendors must pass background test. City will be responsible for all access/networking between courthouse and jail. City staff will provide IT staff necessary to perform job.

CONTACT PERSON

Technical and purchasing inquiries are to be directed to Budget and Purchasing Specialist, Sandra Place 360-279-4757.

PRICING

1. **QUANTITIES:**
 - A. The City reserves the right to increase or decrease quantities under this contract and pay according to the unit prices quoted in the proposal.

PRICE ESCALATION/DE-ESCLATION

All price decreases shall be immediately passed to the City.

DELIVERY

The completed units shall be delivered to:

City of Oak Harbor
860 SE Barrington Drive
Oak Harbor, WA 98277
Contact: Brian Braunstein
Phone: 360-279-4757

Invoices shall be mailed to:

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277
Attention: Meg Massey

BID EVALUATION

The award of this contract will not be based on cost alone, as other factors and features are equally important.

PAYMENT

Upon certification by the City of Oak Harbor that all work at all locations is satisfactorily completed in accordance with the specifications, a 100-percent payment will be made. Net 30 days.

DEMONSTRATIONS

The City of Oak Harbor may require a demonstration of the exact make and model of units submitted in this bid. The demonstration will occur within the two weeks after the bid opening. Unit must be delivered on site for demonstration purposes.

WALK AROUND

The City of Oak Harbor will provide a walk around of facility before bids are due if necessary.

WARRANTY

The City of Oak Harbor will require warranties on all hardware and software products. Please include warranty information in your bid package.

HARDWARE & SOFTWARE

The City of Oak Harbor will require a list of hardware and software costs broken out on separate lines and included with the bid package.

INSTALLATION MATERIALS

The City of Oak Harbor will require a list of installation materials broken out on separate lines and included with the bid package.

LITERATURE

Please provide any literature in your bid package that will help the City understand the product you are proposing.

MINIMUM SPECIFICATIONS

Bench and preload camera and equipment before installing on site.

Exceptions: None

Install new plywood backboard in Office Space.

Exceptions: None

Install new data cabinet with fan kit in Office Space.

Exceptions: None

Run one new cable to Data room.

Exceptions: None

Run one new cable to monitor area.

Exceptions: None

Install new customer provided desktop computer for monitoring station.

Exceptions: None

Connect monitoring PC to system.

Exceptions: None

Install Pelco or equivalent servers to new data cabinet.

Exceptions: None

Install and connect UPS in new data cabinet.

Exceptions: None

Install cable for indoor and outdoor cameras (20 indoor and 3 outdoor).

Exceptions: None

Install (2) cameras on front of building overlooking front parking lot.

Exceptions: None

Install (1) 180 degree on rear of building over sally port.

Exceptions: None

Install (1) WDR dome camera in main lobby watching front doors.

Exceptions: None

Install (1) WDR dome camera in night lobby watching front doors.

Exceptions: None

Install (1) "box" camera in each of six cells, using existing vandal enclosures.

Exceptions: None

Install (2) dome cameras in Evidence room.

Exceptions: None

Install (1) dome camera in hallway overlooking kitchen area.

Exceptions: None

Install (1) dome camera in hallway entrance to jail.

Exceptions: None

Install (1) dome camera in area outside of holding cells.

Exceptions: None

Install (1) dome camera in area outside of supervisor office.

Exceptions: None

Install (1) dome camera in booking area.

Exceptions: None

Install (1) dome camera in BA area.

Exceptions: None

Install (1) dome camera in entry way to cells.

Exceptions: None

Install (1) dome camera in sally port.

Exceptions: None

Install (1) dome camera in back hallway.

Exceptions: None

Connect all camera to DS Servers.

Exceptions: None

Load clients on monitoring PC.

Exceptions: None

Work with court house IT to set up remote access to camera at jail.

Exceptions: None

Adjust camera views.

Exceptions: None

Set camera parameters in NVR.

Exceptions: None

Provide all tools and labor necessary for installation of all wiring, equipment and necessary set up.

Exceptions: None

Train customer on Pelco or equivalent software.

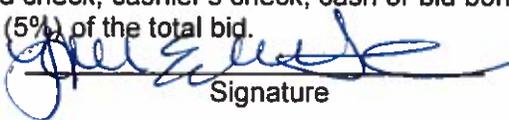
Exceptions: None

Communicate with jail IT to discuss any and all networking issues.

Exceptions: None

BID BOND FORM

\$ 2778.00 Herewith find deposit in the form of certified check, cashier's check, cash or bid bond in the amount of \$ which amount is not less than five percent (5%) of the total bid.


Signature

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Oak Harbor, as Obligee in the penal sum of dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for _____

_____ according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal sum amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED _____ DAY OF _____, 20____.

Principal

Surety

Received return of deposit in the sum of \$ _____.



PELCO CAMERA SYSTEM NEW SYSTEM ESTIMATE

March 2, 2016

Prepared for: **Brian Braunstein**
Oak Harbor Police Jail

Prepared by: Charles Bressler
Account Manager
253-886-5407
253-886-5401 Fax
charles.bressler@GoECS.com

Washington
253.886.5400

Oregon
503.658.8500

www.GoECS.com



☞ Train customer on Pelco software

☞ Conference call with jail IT to discuss networking

Hardware & Software

Qty	Part No	Description	Each	Extended
1	SMCGS50P-Smart	SMC - 48 Port 10/100/1000 Smart PoE Switch w/ 4 SFP Ports (48 Ports PoE)	1,380.28	\$ 1,380.28
6	13M2.2-6	Pelco Lens 1/3 Inch Mega Pixel 2.2-6 MM F/1.3-2.0	168.71	\$ 1,012.26
6	IXP11	Pelco IP Sarix P Fix Box PoE 24V Cam 1MP 30IPS DN CS (indoor box camera)	345.89	\$ 2,075.34
2	IME119-1S	Pelco IP Sarix E SfMt PoE Mini Dome 1 MP 30IPS DN CI (lobby cameras)	538.49	\$ 1,076.98
1	IMM12018-1EP	Pelco IMM 12 MP 180 Environmental Vandal Pend Mount (rear of building/Sally Port)	1,424.41	\$ 1,424.41
12	IMMP1110-1EP	Pelco IP Sarix P Env Pend PoE24V Mini Dome 1MP 30IPS DN CI (indoor domes)	499.97	\$ 5,999.64
2	IMP219-1ERP	Pelco IP Sarix P Env IR Pend PoE24V Mini Dome 2MP 30IPS DN (outdoor front building)	692.56	\$ 1,385.12
14	WMVE-SR	Pelco Wall Mount Vandal Resistant 1.5 inch NPT Light Gray	34.67	\$ 485.38
2	DSSRV2-160-US	Pelco DS Server2, 16TB, US Power Cord	5,970.37	\$ 11,940.74
1		CUSTOMER PROVIDED CPU for monitoring station (including monitors/keyboard/mouse)	-	\$ -

INSTALLATION MATERIALS

1	2X4X3/4	2' x 4' Plywood Backboard	19.74	\$ 19.74
2000	51-240-45	Superior Essex - Cat 5e, 4-Pr, 24-Ga, NON-Plenum, White (1000' per Box)	0.12	\$ 240.00
1000	10071496	Berk-Tek OSP rated Category 5e Cable	0.23	\$ 230.00
1	11900-724	Chatsworth Cube-It Wall mount cabinet - locking, metal door	621.54	\$ 621.54
1	12804-701	Chatworth Cube-It fan kit	116.15	\$ 116.15
1	49255-L48	Leviton Patch Panel 48 Port empty	102.31	\$ 102.31
4	5G108-RC5	Leviton Cat-5 RJ45 Jack Insert, Crimson	4.21	\$ 16.84
22	5G108-RE5	Leviton Cat-5 RJ45 Jack Insert, Black	4.21	\$ 92.62
2	41089-1WP	Leviton 1-Port Modular Surface Mount Housing, White	1.94	\$ 3.88
2	AT1503EV-RD	"3-foot" Patch-Cable, CAT5, Red	2.79	\$ 5.58
2	AT15010EV-RD	"10-foot" Patch-Cable, CAT5, Red	4.74	\$ 9.48
26	AT1503EV-YL	"3-foot" Patch-Cable, CAT5, Yellow	2.79	\$ 72.54
3	PRB57550GY	4 in. Round Weatherproof Box with Five 1/2 in. or 3/4 in. Outlets	9.18	\$ 27.54
2	NMLT5-1	1/2 in. Liquidtite NM Straight Fitting Connector	2.49	\$ 4.98
2	E986E-CTN	1/2 in. PVC Type LB Conduit Body	3.67	\$ 7.34
1	6002-22-00	1/2 in. x 25 ft. Non-Metallic Liquidtight Conduit	11.96	\$ 11.96
4	E943D-CTN	1/2 in. PVC Male Terminal Adapter	0.34	\$ 1.36
1	302483	8 oz. PVC Handy Pack Purple Primer and Solvent Cement	9.87	\$ 9.87
1	GE012A 24C	All Purpose Silicone I 10.1-oz. Clear Window and Door Caulk	6.13	\$ 6.13
1	SC450RM1U	UPS to Provide Clean Power & Minimal Standby Power (4-Post Rack-Mount or Tower)	203.12	\$ 203.12
1	MIS/MAT	Miscellaneous Installation Materials	200.00	\$ 200.00
1	SH/HN/INS	Shipping, Handling, & Insurance (Estimate ONLY)	239.00	\$ 239.00

TOTAL HARDWARE/SOFTWARE: \$ 29,022.13

INSTALLATION & PROFESSIONAL SERVICES: \$ 12,877.00

Total Project Investment

TOTAL PROJECT INVESTMENT (During Normal Business Hours): \$ 41,899.13

Lease Options

LEASE OPTIONS (check option desired) (payments are based on "normal business hours" cut-over)

• Option #1:	_____	60-Month Fair Market Value (FMV) Lease	\$ 950.27
• Option #2:	_____	60-Month Dollar (\$1.00) Buy-Out Lease	\$ 1,021.10
• Option #3:	_____	48-Month Fair Market Value (FMV) Lease	\$ 123,174.64

Important Safety Instructions

1. Read, follow, and keep all instructions.
2. Heed all warnings.
3. Thoroughly familiarize yourself with the information in this manual prior to installation and operation.
4. Servicing should be done only by qualified service personnel.
5. Only use replacement parts recommended by Pelco.

Description

These lenses are varifocal lenses designed for 1/3-inch format cameras with 5 megapixels (MPx) or less in resolution. These lenses, which were designed for CS-mount cameras, produce high precision images from the image center to the image corner, fully exploiting the performance of megapixel cameras. Megapixel lenses are best suited for high-quality image surveillance with a megapixel camera as well as with a standard definition camera.

MODELS

13M2.2-6	1/3-inch format, up to 5 MPx varifocal lens; 2.2 – 6.0 mm; f/1.3 – 2.0 auto iris, CS mount
13M2.8-8	1/3-inch format, up to 5 MPx varifocal lens; 2.8 – 8.0 mm; f/1.2 – 1.9 auto iris, CS mount
13M2.8-12	1/3-inch format, up to 5 MPx varifocal lens; 2.8 – 12.0 mm; f/1.4 – 2.7 auto iris, CS mount
13M15-50	1/3-inch format, up to 5 MPx varifocal lens; 15 – 50.0 mm; f/1.5 – 2.1 auto iris, CS mount

Installation

1. Press the threaded portion of the lens mount against the threaded portion of the camera mount.
2. Slowly rotate the lens clockwise.
3. Screw in the lens mount.
4. Connect the auto iris lens cable to the electrical connector on the camera.

NOTES:

- The lens mount is equipped with a slip mechanism. To change the rotational position of the lens, rotate the lens until it reaches the stop (cannot be rotated further), and then rotate it counterclockwise to the required position.
- The iris control for this lens cannot be activated with a video signal. Use a camera that can send a DC signal.

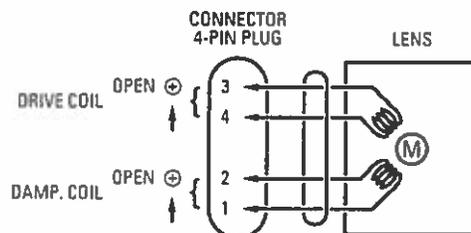


Figure 1. Lens and Connector Wiring

Operation

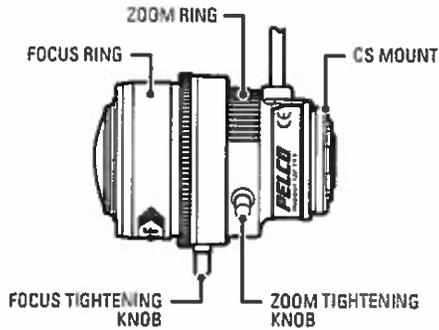


Figure 2. Adjustment Controls (13M2.8-8 Shown)

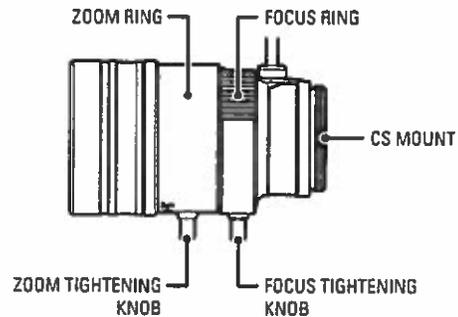


Figure 3. Adjustment Controls (13M15-50 Shown)

ADJUSTING THE ZOOM

NOTE: The lens is a varifocal lens. After a zoom operation, you will need to set the focus.

1. Loosen the zoom tightening knob.
2. Rotate the zoom ring to select the appropriate angular field of view.
 - Rotate the ring to "W" to set the zoom to wide.
 - Rotate the ring to "T" to set the zoom to telephoto.
3. Adjust the focus; refer to *Setting the Focus*.
4. Tighten the zoom tightening knob.

SETTING THE FOCUS

1. Loosen the focus tightening knob.
2. Rotate the focus ring to adjust the focus.
 - Rotate the ring to "F" to set the focus to infinity.
 - Rotate the ring to "N" to set the focus to near.
3. Tighten the focus tightening knob.

SETTING THE AUTO BACK FOCUS

Megapixel lenses work with Pelco's Sarix[®] cameras. The auto back focus feature of Sarix cameras saves time because a single button sets the auto back focus mechanism.

To Set the auto back focus:

1. Press the button once to center the auto back focus mechanism and to fully open the iris.
2. Press and hold the button for three seconds to start the auto back focus mechanism.

NOTE: If you do not have a camera with auto back focus and you cannot get the lens to focus despite repeated attempts, refer to *Adjusting the Camera Flange Focal Length* and the appropriate camera manual for detailed instructions.

ADJUSTING THE CAMERA FLANGE FOCAL LENGTH

1. Open the lens iris.
2. Set the zoom at the wide end and the focus at the near end for 13M2.2-6, 13M2.8-8, and 13M2.8-12. For the 13M15-50 lens, set the zoom at the telephoto end and the focus at the infinity end.
3. Operate the flange focal length adjustment mechanism on the camera, and then focus on an object at 11.8 inches (0.3 m) from the lens for the 13M2.2-6, 13M2.8-8 and 13M2.8-12 lenses. For the 13M15-50 lens, focus on an object that is more than 8.8 yards (8.0 m) from the lens.
4. Confirm the focus at the telephoto end, around the middle, and at the wide end throughout the zoom range.
5. If necessary, repeat this procedure until the focus is correct.

For additional assistance, contact Pelco Product Support at 1-800-289-9100 (USA and Canada) or +1-559-292-1981 (international).

ROUTINE SERVICING

A special coating has been applied to the lens surface to prevent light reflection. A dirty lens surface due to dust, oil, or fingerprints causes harmful glare, which degrades the lens properties. Dirt can also cause mold or scratches on the lens.

NOTE: Be careful not to damage the lens while cleaning.

To remove dust, brush or dust off the lens with an oil-free soft brush or blower brush (for photography use).

To remove oil, fingerprints, or water drops:

1. Apply alcohol or lens cleaning liquid to a clean, soft, oil-free cotton cloth or lens cleaning paper. Using a spiral motion, moving from the center of the lens to the rim, gently wipe the lens.
2. With another clean soft cloth, gently wipe off the rest of the dirt, and then dry the lens surface.
3. Repeat this process as necessary until the lens is completely clean.

Specifications

	13M2.2-6	13M2.8-8	13M2.8-12	13M15-50
Type	Varifocal	Varifocal	Varifocal	Varifocal
Format Size	1/3-inch	1/3-inch	1/3-inch	1/3-inch
Mount	CS mount	CS mount	CS mount	CS mount
Focal Length	2.2 ~ 6.0 mm	2.8 ~ 8.0 mm	2.8 ~ 12.0 mm	15.0 ~ 50.0 mm
Zoom Ratio	2.7X	2.8X	4.3X	3.3X
F-number (iris fully opened)	1.3 ~ 2.0	1.2 ~ 1.9	1.4 ~ 2.7	1.5 ~ 2.2
Image Size	6 mm diameter	6 mm diameter	6 mm diameter	6 mm diameter
Flange Focal Length	12.5 mm	12.5 mm	12.5 mm	12.5 mm
Minimum Object Distance	0.3 m	0.3 m	0.3 m	0.8 m
Iris	Auto	Auto	Auto	Auto
Field of View				
Wide				
Vertical	91°	73°	74°	14°
Horizontal	120°	100°	100°	18°
Diagonal	146°	128°	127°	23°
Tele				
Vertical	35°	26°	17°	4.2°
Horizontal	46°	35°	23°	5.6°
Diagonal	57°	43°	29°	6.9°
Focus	Manual	Manual	Manual	Manual
Zoom	Manual	Manual	Manual	Manual
Operating Temperature	-10° to 50°C (14° to 122°F)			
Storage Temperature	-20° to 60°C (-4° to 140°F)			
Relative Humidity	35% to 90%	35% to 90%	35% to 90%	35% to 90%
Iris Drive Coil Resistance	190 Ω ±10%	190 Ω ±10%	190 Ω ±10%	190 Ω ±10%
Iris Damping Coil Resistance	500 Ω ±10%	500 Ω ±10%	500 Ω ±10%	500 Ω ±10%
Maximum Iris Operating Current	23 mA at 4 VDC			
Height	4.71 cm (1.85 in.)	4.71 cm (1.85 in.)	5.11 cm (2.01 in.)	4.55 cm (1.79 in.)
Diameter	4.08 cm (1.61 in.)	4.08 cm (1.61 in.)	4.88 cm (1.92 in.)	3.75 cm (1.48 in.)
Length	5.40 cm (2.13 in.)	5.20 cm (2.05 in.)	6.55 cm (2.58 in.)	5.85 cm (2.30 in.)
Unit Weight (approximate)	0.06 kg (0.13 lb.)	0.06 kg (0.13 lb.)	0.09 kg (0.20 lb.)	0.06 kg (0.13 lb.)

NOTE: When power is turned off, the iris will close automatically.

202B11714141

 The materials used in the manufacture of this document and its components are compliant to the requirements of Directive 2002/95/EC.



This equipment contains electrical or electronic components that must be recycled properly to comply with Directive 2002/96/EC of the European Union regarding the disposal of waste electrical and electronic equipment (WEEE). Contact your local dealer for procedures for recycling this equipment.

PRODUCT WARRANTY AND RETURN INFORMATION

WARRANTY

Pelco will repair or replace, without charge, any merchandise proved defective in material or workmanship for a period of one year after the date of shipment.

Exceptions to this warranty are as noted below:

- Five years:
 - Fiber optic products
 - Unshielded Twisted Pair (UTP) transmission products
 - CC3701H-2, CC3701H-2X, CC3751H-2, CC3651H-2X, MC3651H-2, and MC3651H-2X camera models
- Three years:
 - FD Series and BU Series analog camera models
 - Fixed network cameras and network dome cameras with Sarix® technology
 - Sarix thermal imaging products (TI and ESTI Series)
 - Fixed analog camera models (C20 Series, CCC1390H Series, C10DN Series, and C10CH Series)
 - EH1500 Series enclosures
 - Spectra® IV products (including Spectra IV IP)
 - Spectra HD dome products
 - Camclosure® IS Series integrated camera systems
 - DX Series video recorders (except DX9000 Series which is covered for a period of one year), DVR5100 Series digital video recorders, Digital Sentry® Series hardware products, DVX Series digital video recorders, and NVR300 Series network video recorders
 - Endura® Series distributed network-based video products
 - Genex® Series products (multiplexers, server, and keyboard)
 - PMCL200/300/400 Series LCD monitors
 - PMCL5xxF Series and PMCL5xxNB Series LCD monitors
 - PMCL5xxxBL Series LED monitors
- Two years:
 - Standard varifocal, fixed focal, and motorized zoom lenses
 - DF5/DF8 Series fixed dome products
 - Legacy® Series integrated positioning systems
 - Spectra III™, Spectra Mini, Spectra Mini IP, Esprit®, ExSite®, ExSite IP, and PS20 scanners, including when used in continuous motion applications
 - Esprit Ti and Ti2500 Series thermal imaging products
 - Esprit and WW5700 Series window wiper (excluding wiper blades)
 - CM6700/CM6800/CM9700 Series matrix
 - Digital Light Processing (DLP®) displays (except lamp and color wheel). The lamp and color wheel will be covered for a period of 90 days. The air filter is not covered under warranty.

- Six months:

- All pan and tilts, scanners, or preset lenses used in continuous motion applications (preset scan, tour, and auto scan modes)

Pelco will warrant all replacement parts and repairs for 90 days from the date of Pelco shipment. All goods requiring warranty repair shall be sent freight prepaid to a Pelco designated location. Repairs made necessary by reason of misuse, alteration, normal wear, or accident are not covered under this warranty.

Pelco assumes no risk and shall be subject to no liability for damages or loss resulting from the specific use or application made of the Products. Pelco's liability for any claim, whether based on breach of contract, negligence, infringement of any rights of any party or product liability, relating to the Products shall not exceed the price paid by the Dealer to Pelco for such Products. In no event will Pelco be liable for any special, incidental, or consequential damages (including loss of use, loss of profit, and claims of third parties) however caused, whether by the negligence of Pelco or otherwise.

The above warranty provides the Dealer with specific legal rights. The Dealer may also have additional rights, which are subject to variation from state to state.

If a warranty repair is required, the Dealer must contact Pelco at (800) 289-9100 or (559) 292-1981 to obtain a Repair Authorization number (RA), and provide the following information:

1. Model and serial number
2. Date of shipment, P.O. number, sales order number, or Pelco invoice number
3. Details of the defect or problem

If there is a dispute regarding the warranty of a product that does not fall under the warranty conditions stated above, please include a written explanation with the product when returned.

Method of return shipment shall be the same or equal to the method by which the item was received by Pelco.

RETURNS

To expedite parts returned for repair or credit, please call Pelco at (800) 289-9100 or (559) 292-1981 to obtain an authorization number (CA number if returned for credit, and RA number if returned for repair) and designated return location.

All merchandise returned for credit may be subject to a 20 percent restocking and refurbishing charge.

Goods returned for repair or credit should be clearly identified with the assigned CA or RA number and freight should be prepaid.

Revised 10-9-12

REVISION HISTORY

Manual #	Date	Comments
C785M	12/08	Original version.
C785M-A	1/09	Added figure 3. Revised information in <i>Flange Focal Adjustment</i> and F-number information in <i>Specifications</i>
C785M-B	7/10	Revised figure 2, fields of view, dimensions, and weight change. Also changed warranty and applied new format.
C785M-C	3/13	Revised to show compatibility with up to 5MPx cameras, made imperial/metric changes.

 The materials used in the manufacture of this document and its components are compliant to the requirements of Directive 2002/95/EC.

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Pelco by Schneider Electric 3500 Pelco Way Clovis, California 93612-5699 United States
USA & Canada Tel (800) 289-9100 Fax (800) 289-9150
International Tel +1 (559) 292-1981 Fax +1 (559) 348-1120
www.pelco.com www.pelco.com/community

Digital Sentry® DSSRV2 Network Video Recorder

H.264 CAPABILITY, FULLY SCALABLE HARDWARE/SOFTWARE SOLUTION

Product Features

- Increased data rate of up to 350 Mbps (RAID) or 300 Mbps (JBOD) total throughput, allowing the server to support more users and play back more cameras simultaneously than previous DSSRV models
- 4TB storage drives provide 33% more storage over DSSRV 3TB models at no additional cost; systems previously utilizing two or more servers can now be built on a single server
- SSD system drive, with increased read-write speeds and no moving parts, increases overall system responsiveness and reliability
- Supports up to 128 IP Camera Streams; up to 64 Analog Cameras*
- Records H.264, MJPEG, and MPEG-4 IP Streams
- Supports Pelco and Third-Party IP Cameras and Network Encoders
- Compatible with DS ControlPoint for Simultaneous Monitoring of All DS Series and DX Series Products in a Single Client Interface
- Network Health and Event Monitoring Support Through SNMP and New Digital Sentry® System Information (DSSI) Utility

Optimized For Video Surveillance

The Digital Sentry® Network Video Recorder (DSSRV2 NVR) is optimized by Pelco to deliver the essential hardware support for the DS NVs video management software (VMS) without the extra cost or risk of integrating hardware and software.

Boosted by the 4th Generation Intel® Xeon™ processor and 8 GB of RAM, DSSRV2 NVR provides an optimal combination of processing power and reliability to meet the demands of HD video recording and playback operations. The system is powered to support up to 128 combined IP and analog video streams, with up to 64 analog cameras supported via the optional ENC5516 direct-attached encoder. Analog streams are also supported using Pelco and third-party encoders.

The DSSRV2 NVR boasts total throughput of up to 350 Mbps (300 Mbps for JBOD models) for recording analog and IP video streams as well as playback and export through the DS ControlPoint client. The increased data rate over original DSSRV models allows more users to play back video from the server simultaneously. When determining the maximum number of cameras and the desired frame rate to host on each system, the number of concurrent client connections, the number of streams played back per client, and the bandwidth required for client connections must be considered.

The DSSRV2 NVR functions as a stand-alone system or as part of a network of servers, monitored from the DS ControlPoint user interface. The system can be deployed solely as a network video recorder, as a digital video recorder (DVR), or as a hybrid NVR.



- Compatible with the DS Archive Utility
- Recording Rate Configurable per Individual Camera
- VideoXpert Ready. Migrate to VideoXpert, bringing your products forward into a next generation VMS

Two gigabit network ports provide for convenient network architecture planning by allowing one port to be dedicated to IP cameras, while the second network port is used for client connections. Two DisplayPorts ports provide a convenient connection for high resolution digital monitors for use with HD cameras.

DSSRV2 models are available with DIACAP/DIARMF-ready software, for use in secured environments implementing information assurance security standards.

Reliability

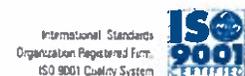
DSSRV2 models incorporate an SSD system drive. With increased read-write speeds and no moving parts, the SSD system drive increases the reliability, uptime, and responsiveness of the system. DSSRV2 systems now support 4TB drives, increasing capacity by 33% over original DSSRV models without increasing cost. With front-available storage drives for easy servicing and upgrades, the DSSRV2 NVR is available with up to 20 TB storage for models without the optional optical disk drive (ODD), or up to 16 TB for ODD models. The drives are hot-swappable when configured for internal RAID 5 storage.

External storage is supported through USB attached storage or by using the optional DSSRV-SCSI interface card to connect to external SCSI storage targets such as the DXB100HDDI, providing additional storage of up to 24 TB. The external storage can be configured for either JBOD storage or for software controlled RAID 5 storage.

*The DS NVs database is limited to 128 cameras. The actual number of cameras the server supports depends on camera settings, client activity, network bandwidth, and the available throughput of the DSSRV2.



by Schneider Electric



C4014 / REVISED 2-25-16

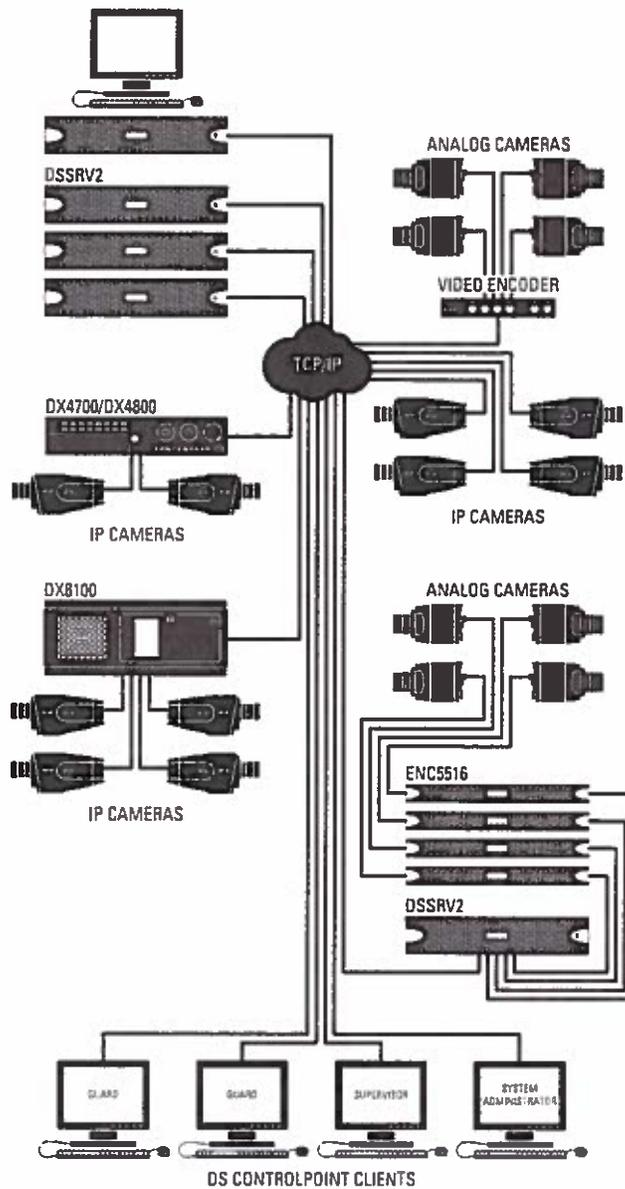
TECHNICAL SPECIFICATIONS

Open Architecture

The cornerstone of Digital Sentry design, a fully Open Architecture, is provided through ONVIF compliance and support for a large number of IP-specific drivers. Users can choose specific IP cameras or encoders to fit their application.

In addition, the Digital Sentry platform supports the Pelco API and a full suite of integration tools, allowing Digital Sentry to be integrated into access control or physical security information management (PSIM) systems.

Eliminate the risk of deferred support that comes with VMS software from one vendor and a general purpose hardware platform from another. Replace it with the assurance of an integrated platform built specifically for the rigors of IP video recording. Make the performance, reliability, and Open Architecture of DS NVs running on DSSRV2 NVR the core foundation of your video management solution.



IMPORTANT NOTE. PLEASE READ. The network implementation is shown as a general representation only and is not intended to show a detailed network topology. Your actual network will differ, requiring changes or perhaps additional network equipment to accommodate the system as illustrated. Please contact your local Pelco representative to discuss your specific requirements.

TECHNICAL SPECIFICATIONS

SYSTEM

Processor	Intel® Xeon E3-1275 v3
Operating System	Windows 7 Ultimate 64-bit
Internal Memory	8 GB DDR3 non-ECC RAM; 16 GB DDR ECC RAM for DSSRV2-RD models
User Interface	DS ControlPoint
Internal Storage (JBOD or RAID 5*)	
DSSRV2	500 GB, 4 TB, 8 TB, 12 TB, 16 TB, 20 TB
DSSRV2-DVD	500 GB, 4 TB, 8 TB, 12 TB, or 16 TB
DSSRV2-RD	12 TB, 16 TB, 20 TB, or 24 TB
RAID Level	Internal RAID 5 (requires DSSRV-RAID controller card for hot-swappable drives)
External Storage	Pelco's DX8100HDDI or third-party SCSI targets (requires optional DSSRV-SCSI)
System Drive	SSD
Storage Drives	
DSSRV2	6, 3.5-inch hard drive bays
DSSRV2-DVD	4, 3.5-inch hard drive bays
Optical Drive	DVD±RW with DSSRV2-DVD
USB Ports	3 USB 2.0 ports (1 front, 2 rear) 2 USB 3.0 ports (rear)

*The minimum configuration for an internal RAID 5 is three hard disk drives. One hard disk drive of the RAID 5 configuration is used for parity, reducing net storage capacity by the storage capacity of one hard disk drive. For example, an 18 TB RAID system provides net storage of 15 TB.

VIDEO

Video System	Intel HD Graphics P4700 (shared memory)
Maximum Resolution	3840 x 2160 per DisplayPort output (2x) 1920 x 1200 @ 60 Hz on DVI-D output 1920 x 1200 @ 60 Hz on VGA output
Video Outputs	Supports up to 3 simultaneous displays using any combination of the four outputs†
Video Standards	60 Hz capable for NTSC 75 Hz capable for PAL
Video Decoding Supported	MPEG-4 ASP; H.264 Baseline, Main, and High profiles
Panoramic Motion Recording	Supports up to 8 Oncam EVO-05, or EVO-12 cameras
Panoramic Continuous Recording	Supports up to 8 Oncam EVO-05, or EVO-12 cameras Supports up to 6 Optera IMM Series cameras

†Running client software on the server limits the server's performance. It is recommended that you run DS ControlPoint on a separate client to ensure optimal server and recording performance.

AUDIO

Audio Decoding	G.711 speech codec
Audio Bit-rate	64 kbps
Audio Levels	
Input	Electret microphone
Output	Up to 3 Vp-p, adjustable, minimum load of 8 ohms
Audio Connectors	2, 3.5 mm stereo jacks
Connector Tip	Signal left (input and output)
Connector Ring	Signal right (input and output)
Connector Sleeve	Common
Audio Inputs	Microphone
Audio Outputs	Speaker or line out

NETWORK

Interface	Gigabit Ethernet (1000Base-T) ports (2x)
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POWER

Power Input	100 to 240 VAC, 50/60 Hz, autoranging
Power Supply	Internal
Power Consumption	Operating Maximum
	Watts Amperes BTU/H
100 VAC / 50 Hz	222.0 2.22 758.0
110 VAC / 50 Hz	224.0 2.02 759.4
110 VAC / 60 Hz	223.0 2.03 761.4
115 VAC / 50 Hz	217.0 1.89 740.8
115 VAC / 60 Hz	215.5 1.87 735.7
220 VAC / 50 Hz	213.0 0.97 727.2
220 VAC / 60 Hz	204.1 0.93 696.8
240 VAC / 50 Hz	211.9 0.88 723.4
240 VAC / 60 Hz	207.6 0.86 708.8

FRONT PANEL INDICATORS/FUNCTIONS

Buttons	Power
Indicators	
Unit Status	Green, amber, red
Primary Network	Green, amber, red
Secondary Network	Green, amber, red
Software Status	Green, amber, red (based on diagnostics)
Hard Disk Status	Green, red, off (behind bezel)

ENVIRONMENTAL

Operating Temperature	10° to 35°C (50° to 95°F)
Storage Temperature	-40° to 65°C (-40° to 149°F)
Operating Humidity	20% to 80%, noncondensing
Maximum Humidity Gradient	10% per hour
Operating Altitude	-15 to 3,048 m (-50 to 10,000 ft)
Operating Vibration	0.25 G at 3 Hz to 200 Hz at a rate of 0.5 octave/minute

Note: The temperature at the unit air intake can be significantly higher than room temperature. Temperature is affected by rack configuration, floor layout, air conditioning strategy, and other issues. To prevent performance failure and unit damage, make sure the temperature at the unit is continuously within the operating temperature range.

PHYSICAL

Dimensions	50.8 x 43.4 x 8.9 cm (20" D x 17.1" W x 3.5" H)	
Weight	Unit	Shipping
	DSSRV2-005	11.8 kg (26 lb) 20.9 kg (46 lb)
	DSSRV2-040	11.8 kg (26 lb) 20.9 kg (46 lb)
	DSSRV2-080	12.7 kg (28 lb) 21.8 kg (48 lb)
	DSSRV2-120	14.5 kg (32 lb) 23.6 kg (52 lb)
	DSSRV2-160	15.4 kg (34 lb) 24.5 kg (54 lb)
	DSSRV2-200	16.3 kg (36 lb) 25.4 kg (56 lb)
	DSSRV2-005DVD	12.7 kg (28 lb) 21.8 kg (48 lb)
	DSSRV2-040DVD	13.6 kg (30 lb) 22.7 kg (50 lb)
	DSSRV2-080DVD	14.5 kg (32 lb) 23.6 kg (52 lb)
	DSSRV2-120DVD	15.4 kg (34 lb) 24.5 kg (54 lb)
	DSSRV2-160DVD	16.3 kg (36 lb) 25.4 kg (56 lb)
	DSSRV2-120RD	13.6 kg (30 lb) 23.6 kg (52 lb)
	DSSRV2-160RD	14.5 kg (32 lb) 24.3 kg (54 lb)
	DSSRV2-200RD	15.4 kg (34 lb) 25.2 kg (56 lb)
	DSSRV2-240RD	16.3 kg (36 lb) 26.1 kg (58 lb)

TECHNICAL SPECIFICATIONS

MODELS

The following table describes model numbers for DSSRV2 products. For example, the model number for a 12 TB, DSSRV2 device with a United Kingdom power cord is DSSRV2-120-EUK. The model number for a 8 TB, DSSRV2-DVD device with an North American power cord is DSSRV2-080DV-US. Models ending in D are for use in DIACAP/DIARMF security-enabled environments.

Model	Storage	Country Code (optional)	
NVR Without Optical Disk Drive			
DSSRV2-005	500 GB	US = North America EUK = Europe/United Kingdom D = DIACAP/DIARMF	
DSSRV2-040	4 TB		
DSSRV2-080	8 TB		
DSSRV2-120	12 TB		
DSSRV2-160	16 TB		
DSSRV2-200	20 TB		
NVR With RAID Configuration			
DSSRV2-120RD	12 TB		
DSSRV2-160RD	16 TB		
DSSRV2-200RD	20 TB		
DSSRV2-240RD	24 TB		
NVR With Optical Disk Drive			
DSSRV2-005DV	500 GB		
DSSRV2-040DV	4 TB		
DSSRV2-080DV	8 TB		
DSSRV2-120DV	12 TB		
DSSRV2-160DV	16 TB		

SUPPLIED ACCESSORIES

Power cord (for applicable models)

USB Keyboard and Mouse	1
Bezel Key	2
Rack Mount Kit	Brackets, rails, and hardware for mounting in a 2 RU rack
DSSRV-LIT	Documentation
USB-DS	Imaged with DS NVs and includes resource documentation

OPTIONAL ACCESSORIES

DS-SW-CAM	DSSRV2 models include eight licenses for Pelco and third-party IP cameras; additional DS-SW-CAM licenses can be purchased separately
ENC5516	Direct-attached analog encoder
ENC5400-4PORT	4-port host card; connects 4 ENC5416 or ENC5516 encoders
DSSRV2-RAID	LSI 3Ware 9750-8i RAID controller card
DSSRV2-SCSI	Adaptec® SCSI Card 29320LPE
DSHDD-005	500 GB upgrade/replacement drive
DS-EN-HDD-4TB	4 TB upgrade/replacement drive
PWRCRD-S-AR	Standard power cord, Argentina
PWRCRD-S-AU	Standard power cord, Australia
PWRCRD-S-EU	Standard power cord, Europe
PWRCRD-S-UK	Standard power cord, United Kingdom
PWRCRD-S-US	Standard power cord, United States

Note: Only joystick control is supported. Mouse operation is required to move between tear-off tabs in DS ControlPoint. Endura color-coded keys are not supported.

CERTIFICATIONS/RATINGS

- CE, Class A; meets EN50130-4 standard requirements
- FCC, Class A
- UL/cUL Listed
- C-Tick
- CCC
- KCC

STANDARDS/ORGANIZATIONS

- Pelco is a member of the MPEG-4 Industry Forum
- Pelco is a member of the Universal Plug and Play (UPnP) Forum, Steering Committee
- Pelco is a member of the Universal Serial Bus (USB) Implementers Forum
- Pelco is a contributor to the Internal Standards for Organization/Electrotechnical Commission (ISO/IEC) Joint Technical Committee 1 (JTC1), "Information Technology," Subcommittee 29, Working Group 11
- Compliance, ISO/IEC 14496 standard (also known as MPEG-4)
- Compliance, International Telecommunication Union (ITU) Recommendation G.711, "Pulse Code Modulation (PCM) of Voice Frequencies"
- Pelco is a member of the ONVIF Open Industry Forum

Notice: Judgment as to the suitability of the products for users' purposes is solely the users' responsibility. Users should refer to the Operation manuals for cautionary statements regarding user selected options and how they might affect video quality. Users shall determine the suitability of the products for their own intended application, picture rate and picture quality. In the event users intend to use the video for evidentiary purposes in a judicial proceeding or otherwise, users should consult with their attorney regarding any particular requirements for such use.

Pelco by Schneider Electric

3500 Pelco Way, Clovis, California 93612-5699 United States
USA & Canada Tel (800) 289-9100 Fax (806) 289-9150
International Tel +1 (559) 292-1981 Fax +1 (559) 348-1120
www.pelco.com www.pelco.com/community

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Sarix® IXP Series Indoor Box Cameras

STD DEF/MEGAPIXEL, H.264, DAY/NIGHT IP CAMERAS WITH AUTO BACK FOCUS

Product Features

- Up to 5 Megapixel (MPx) Resolution
- Up to 30 Images per Second (ips) at 1080p
- Multiple CS-Mount Lens Options
- Accessible Edge Storage with Micro SD Card
- Motion Detection and Camera Sabotage Detection
- Operating Temperature from -10° to 50°C (14° to 122°F)
- Power over Ethernet (PoE) and 24 VAC Power Input
- Compatible with Pelco and Third-Party Video Systems
- ONVIF Profile S and Profile G Conformant
- 3-Year Warranty and Support



Sarix Professional Range

Powerful, versatile, and affordable, **Sarix® Professional (P)** range cameras pack the most popular features and functionality of Sarix technology into a wide range of indoor and environmental options, including IP box cameras, bullet cameras, and domes. Mix and match the performance options and form factor you need for almost any lighting condition, environment, and application.

Camera

Within the **Sarix Professional** range, the **Sarix IXP Series** box cameras are compatible with an assortment of standard CS-mount megapixel lenses for wide angle or long range surveillance needs. The box cameras feature an auto back focus (ABF) mechanism to accommodate this range of lenses and to ensure the cameras can be automatically refocused when needed. Additionally, the **Sarix IXP Series** features advanced color science and a mechanical IR cut filter for increased sensitivity in low-light installations.

Video

Sarix Professional range cameras support up to two simultaneous video streams and a third service stream. The two streams can be compressed with efficient H.264 High or Main profiles or MJPEG formats. The streams can be configured to a variety of frame rates and bit rates to optimize image quality with bandwidth and storage efficiency.

Edge Storage

Sarix Professional range cameras feature onboard edge storage with a micro SD card. Video clips of varying lengths can be stored to the card upon alarm, or video can be written continuously to the SD card in the case of network outage. Video can be retrieved from the card through the FTP protocol or by using an ONVIF Profile G enabled client.

Sarix Professional range cameras feature simple motion detection algorithms, allowing the camera to record or send an alarm when there is motion in a selected zone or within the entire scene. A camera sabotage alarm is triggered if the lens is obstructed or when the camera is repositioned.

Open and Integrated

Sarix Professional range cameras seamlessly connect to Pelco video management systems such as Endura® version 2.0 (or later) and Digital Sentry® version 7.3 (or later). **Sarix Professional** range cameras integrate with major third-party video management systems through the Pelco API and other third-party software and systems through the open ONVIF Profile S and Profile G standards.

Standard Web Interface

Pelco cameras use a standard Web browser interface for easy remote setup and administration. Controls are optimized for convenient one-step camera configuration for features including color, exposure, flicker control, and streaming.

TECHNICAL SPECIFICATIONS

CAMERA

Imaging Device

MPx	Sensor	Maximum Resolution
5 MPx	1/3.2-inch	2592 x 1944 (5.0 MPx)
3 MPx	1/3-inch	2048 x 1536 (3.1 MPx)
2 MPx	1/3-inch	1920 x 1080 (2.1 MPx)
1 MPx	1/4-inch	1280 x 720 (0.9 MPx)
SD	1/4-inch	800 x 600 (0.5 MPx)

Imager Type

CMOS

Imager Readout

Progressive scan

Electronic Shutter Range

1 – 1/8,000 sec

Electronic Wide Dynamic Range

65 db

White Balance Range

2,500° to 8,000°K

Digital Noise Reduction

Yes (ON/OFF selectable)

Signal to Noise Ratio

50 dB

Minimum Illumination

MPx	Sensitivity	Color		Mono	
		33 ms	200 ms	33 ms	200 ms
5 MPx	f/1.2	0.30 lux	0.02 lux	0.10 lux	0.01 lux
3 MPx	f/1.2	0.30 lux	0.02 lux	0.10 lux	0.01 lux
2 MPx	f/1.2	0.30 lux	0.02 lux	0.10 lux	0.01 lux
1 MPx	f/1.2	0.30 lux	0.02 lux	0.10 lux	0.01 lux
SD	f/1.2	0.30 lux	0.02 lux	0.10 lux	0.01 lux

Mechanical IR Cut Filter

Yes (AUTO/MANUAL selectable), with different set points on lux

TECHNICAL SPECIFICATIONS

LENS

Lens Mount
 Lens Type
 Auto Iris Type
 Focus
 Zoom

CS mount; adjustable
 Varifocal
 DC drive lens
 Auto back focus
 Remote

Maximum Field of View*

MPx	Mode (Aspect Ratio)	Lens	Focal Length	Angle of View		
				Diagonal	Horizontal	Vertical
5	4:3	13M 2.8-8	Wide	121°	94°	69°
			Tele	41°	33°	25°
		13M 2.8-12	Wide	119°	94°	69°
			Tele	27°	22°	16°
		13M 2.2-6	Wide	139°	114°	87°
			Tele	55°	44°	33°
		13M 15-50	Wide	22°	17°	13°
			Tele	6.6°	5.3°	3.9°
3	4:3	13M 2.8-8	Wide	120°	94°	69°
			Tele	41°	33°	25°
		13M 2.8-12	Wide	119°	94°	69°
			Tele	27°	22°	16°
		13M 2.2-6	Wide	138°	113°	87°
			Tele	55°	44°	33°
		13M 15-50	Wide	22°	17°	13°
			Tele	6.5°	5.2°	3.9°
2	16:9	13M 2.8-8	Wide	101°	87°	47°
			Tele	35°	31°	17°
		13M 2.8-12	Wide	101°	87°	48°
			Tele	24°	21°	12°
		13M 2.2-6	Wide	121°	107°	62°
			Tele	47°	41°	23°
		13M 15-50	Wide	19°	16°	9.1°
			Tele	5.6°	4.9°	2.8°
1	16:9	13M 2.8-8	Wide	91°	79°	43°
			Tele	32°	28°	16°
		13M 2.8-12	Wide	91°	79°	44°
			Tele	21°	19°	11°
		13M 2.2-6	Wide	111°	98°	57°
			Tele	43°	37°	21°
		13M 15-50	Wide	17°	15°	8.3°
			Tele	5.1°	4.4°	2.5°
SD	4:3	13M 2.8-8	Wide	82°	65°	47°
			Tele	29°	23°	17°
		13M 2.8-12	Wide	82°	65°	48°
			Tele	19°	16°	12°
		13M 2.2-6	Wide	101°	82°	62°
			Tele	39°	31°	23°
		13M 15-50	Wide	17°	15°	8.3°
			Tele	5.1°	4.4°	2.5°

*Field of view may vary with changes in resolution settings

TECHNICAL SPECIFICATIONS

VIDEO

Video Streams

Up to 2 simultaneous streams, plus service stream; the secondary stream is variable based on the setup of the primary stream

Text Overlay

Camera name, time, date, and customizable text with multiple supported languages

Available Resolutions

MPx	Width	Height	Aspect Ratio
5.0	2592	1944	4:3
3.1	2048	1536	4:3
2.1	1920	1080	16:9
1.9	1600	1200	4:3
1.2	1280	960	4:3
0.9	1280	720	16:9
0.6	1024	576	16:9
0.5	800	600	4:3
0.3	640	480	4:3
0.1	320	240	4:3
0.1	320	180	16:9

Frame Rates

MPx	Images per Second (ips)
5 MPx	12 (full), 10, 5, 1
3 MPx	20 (full), 16.67, 15, 12.5, 10, 5, 1
2 MPx	30 (full), 25, 20, 16.67, 15, 12.5, 10, 5, 1
1 MPx	30 (full), 25, 20, 16.67, 15, 12.5, 10, 5, 1
SD	30 (full), 25, 20, 16.67, 15, 12.5, 10, 5, 1

Note: Available frame rates are selectable for each independent stream depending on the coding, resolution, and stream configuration.

Video Encoding

H.264 High or Main profiles; and MJPEG

Bit Rate Control

Constant bit rate (CBR), constrained variable bit rate (CVBR) with configurable maximum value

Service Stream

640 x 480 or 640 x 352; 2 ips, JPEG

Window Blanking

4 configurable windows

AUDIO

Streaming

Dual-channel

Input

Line in/terminal block

Encoding

G.711 A-law/G.711 U-law

TECHNICAL SPECIFICATIONS

GENERAL

Construction	Aluminum and polycarbonate
Finish	White, RAL 9003, satin texture
Weight (without lens)	1.76 kg (3.89 lb)
Shipping Weight	2.35 kg (5.18 lb)

ELECTRICAL

Network Port	RJ-45 connector for 100Base-TX
Power Input	PoE (IEEE 802.3af, Class 3)
2, 3, 5 MPx	PoE (IEEE 802.3af, Class 2)
SD, 1 MPx	24 VAC nominal, 18 to 32 VAC range
All Resolutions	<8.0 W
Power Consumption	Up to 32 GB on Micro SDHC or SDXC card
Local Storage	
Alarm	1
Input	1, PhotoMOS™ relay (30 V, 1 A)
Output	Unsupervised mode that detects switch closures (N.O. and N.C.)
Triggers	

ENVIRONMENTAL

Operating Temperature	-10° to 50°C (14° to 122°F)
Storage Temperature	-40° to 60°C (-40° to 140°F)
Operating Humidity	20% to 80%, RH noncondensing
Storage Humidity	20% to 80%, RH noncondensing

NETWORK

Supported Protocols	TCP/IP, UDP/IP (Unicast, Multicast IGMP), ICMP, IPv4, IPv6, SNMP v2c/v3, HTTP, HTTPS, SSL, SSH, SMTP, FTP, RTSP, UPnP, DNS, NTP, RTP, RTCP, LDAP (client), QoS
Users	1 administrator, up to 4 viewers
Unicast	Unlimited users H.264
Multicast	
Security Access	Multiple user access levels with password protection

INTEGRATION

Video Management	Digital Sentry 7.3 (or later); Endura 2.0 (or later); Third-party VMS through Pelco API 1.0 and ONVIF Profile S and Profile G
Mobile Application	Integrated to Pelco Mobile App
Analytics	Simple motion detection and camera sabotage detection
Local Storage	Capture 1-, 5-, or 10-second video clips on camera sabotage, motion detection, or alarm input; record video continuously in the case of network outage with option to overwrite; access video through FTP protocol and ONVIF Profile G
Camera Discovery and Firmware	Cameras discovered and firmware upgraded through the Pelco Device Utility 2 version 2.2 or later; cameras discovered and firmware upgrade through Endura Utilities
Web Browser	Microsoft® Internet Explorer® 9.0, Apple® Safari® 7.0.6, Mozilla® Firefox® 31.0, Google™ Chrome™ 37.0.2062.124 m and later

TECHNICAL SPECIFICATIONS

MODELS

IXPS1	Sarix SD indoor, day/night, fixed box camera with CS-mount lens and ABF
IXP11	Sarix 1 MPx indoor, day/night, fixed box camera with CS-mount lens and ABF
IXP21	Sarix 2 MPx indoor, day/night, fixed box camera with CS-mount lens and ABF
IXP31	Sarix 3 MPx indoor, day/night, fixed box camera with CS-mount lens and ABF
IXP51	Sarix 5 MPx indoor, day/night, fixed box camera with CS-mount lens and ABF

RECOMMENDED MOUNT

C10-UM	Universal camera mount
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RECOMMENDED ENCLOSURES

EH16	Indoor/environmental, IP66
EH3512	Indoor/environmental, IP66
EHX4*E	Hazardous environment, IP66

RECOMMENDED LENSES

13M2.2-6	Megapixel lens, varifocal, 2.2 – 6.0 mm, f/1.3 – 2.0
13M2.8-8	Megapixel lens, varifocal, 2.8 – 8.0 mm, f/1.2 – 1.9
13M2.8-12	Megapixel lens, varifocal, 2.8 – 12.0 mm, f/1.4 – 2.7
13M15-50	Megapixel lens, varifocal, 15.0 – 50.0 mm, f/1.5 – 2.1

OPTIONAL ACCESSORIES

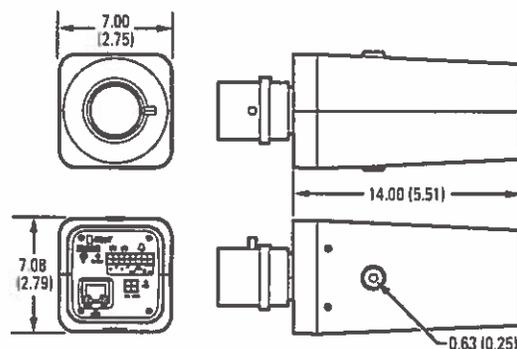
IPCT01	Pelco IP camera tester*
POE1AT-US	Single-port PoE midspan with US power cord
POE1AT-EU	Single-port PoE midspan with European power cord
IR850M-120	Semi-covert IR illuminator with 120 m range
WLED0M-90	White light LED illuminator with 90 m range

*Contact Pelco Product Support for more information about the use of the Pelco IP camera tester with cameras.

CERTIFICATIONS

- CE - EN 55022 (Class A), EN 50130-4, EN 60950-1
- FCC (Class A) - 47 CFR Part 15
- UL and cUL Listed - UL 60950-1, CAN/CSA-C22.2 No. 60950-1-07
- ICES-003
- KCC
- ONVIF Profile S and Profile G conformant

 VALUES IN PARENTHESES ARE INCHES; ALL OTHERS ARE CENTIMETERS.



Pelco by Schneider Electric

3500 Pelco Way, Clovis, California 93612-5699 United States

USA & Canada Tel (800) 289-9100 Fax (800) 289-9150

International Tel +1 (559) 292-1981 Fax +1 (559) 348-1120

www.pelco.com www.pelco.com/community

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Sarix® IME Series Mini Domes with SureVision 2.0

UP TO 3 MPX, H.264, IP CAMERAS WITH WDR AND LOW-LIGHT PERFORMANCE

Product Features

- SureVision 2.0 Technology, Including:
 - True Wide Dynamic Range (WDR)
 - Advanced Low-Light Performance
 - Anti-Bloom Technology
 - 3D Noise Filtering
 - Enhanced Tone Mapping
- Up to 3 Megapixel (MPx) Resolution
- Up to 30 Images per Second (ips) at 3 MPx
- Autofocus Varifocal 3 – 9 mm and 9 – 22 mm MPx Lenses
- Power over Ethernet (PoE), IEEE 802.3af
- Built-in Pelco Analytics Suite
- Local Storage (Micro SD)

Sarix Enhanced Range with SureVision 2.0

Sarix® Enhanced (E) range cameras feature SureVision technology, delivering high definition (HD) resolution, consistent color science, fast processing power, and simultaneous advanced low-light performance with wide dynamic range (WDR) and anti-bloom technologies. New advancements include 3D noise filtering, smooth response to illumination changes, and improved tone mapping to retain color accuracy and overall image contrast.

Designed to install quickly, the cameras include autofocus, motorized zoom, built-in analytics, and other advanced features needed for demanding security applications.

Camera

The **IME Series** contains an integrated varifocal 3 – 9 mm or 9 – 22 mm MPx autofocus lens. All models include a camera in a compact in-ceiling, surface mount, or pendant enclosure that is ready to install. The vandal-resistant and environmental models feature a sturdy metal design that is both vandal- and tamper-resistant. The environmental model features worry-free use in a wide range of environmental operating conditions. All in-ceiling models have a back box that is plenum rated per 2008 NEC article 300.22(C)(2).

Sarix Enhanced range cameras include four unique, advanced autofocus options: temperature change (every 10°C / 18°F), day/night transition, a daily autofocus routine, and manual autofocus. These benefits ensure clear, focused images regardless of the scene or environment. All autofocus options are available through the web UI.

SureVision™ 2.0
A Pelco® by Schneider Electric® Technology



- Compatible with Pelco and Third-Party Video Systems
- ONVIF Profile S and Profile G Conformant
- 3-Year Warranty and Support

Video

The **IME Series** supports two independently-configurable video streams in addition to a service video stream. The streams can be compressed in MJPEG and H.264 formats across several resolution configurations. The **IME Series** offers real-time video (30 ips) with full HD resolution (up to 3 MPx) using H.264 compression for optimized bandwidth and storage efficiency.

The streams can be configured to a variety of frame rates, bit rates, and group of pictures (GOP) structures for additional flexibility in bandwidth administration. In addition, streams can be encoded as constrained variable bit rate (CVBR), constrained bit rate (CBR), or variable bit rate (VBR).

Open and Integrated

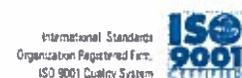
Sarix Enhanced range cameras seamlessly connect to Pelco video management systems such as Endura® version 2.0 (or later), and Digital Sentry® version 7.3 (or later). **Sarix Enhanced** range cameras integrate with major third-party video management systems through the Pelco API, and other third-party software and systems through the ONVIF Profile S and Profile G standards.

Built-In Analytics

Pelco Analytics enhance the flexibility and performance of **Sarix Enhanced** range cameras. Eight Pelco behaviors are preloaded and included as standard features. Pelco behaviors can be configured and enabled using a standard Web browser, and they are compatible with Endura or a third-party system that supports alarms using Pelco's API.



by Schneider Electric



C3942 / REVISED 1-19-16

TECHNICAL SPECIFICATIONS

Convenient Power

Sarix Enhanced range cameras are designed with Power over Ethernet (PoE) to reduce costs and simplify planning, wiring, and installation. PoE functionality works with PoE-enabled network switches or power injectors, eliminating the need for separate power supplies and cabling, and increasing camera fail safety through an uninterruptible power supply (UPS).

PELCO ANALYTICS

Sarix Enhanced range cameras includes eight user-configurable behaviors. The camera is capable of running up to two behaviors at the same time; although, the number of behaviors is limited to the available processing power of the camera and the type of analytic being used.

Note: Available processing power is determined by the settings for compression standards, resolution, image rate, bit rate, and analytic configuration.

For each behavior, you can create several custom profiles that contain different camera settings. With these profiles, you can set up different scenarios for the behavior, which will automatically detect and trigger alarms when specific activity is detected.

Pelco analytics are configured and enabled using a standard Web browser, and Pelco behavior alarms are compatible with Endura or a third-party system that supports Pelco's API system.

Pelco analytics behaviors can be scheduled to work during a certain time or condition. For example, during the day, a camera can be configured with Object Counting to count the number of people that enter a lobby door. At night, the operator can change the profile to Camera Sabotage to trigger an alarm if a camera is moved or obstructed. Available Pelco behaviors include:

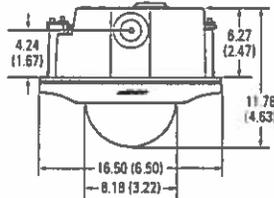
- **Abandoned Object:** Detects objects placed within a defined zone and triggers an alarm if the object remains in the zone longer than the user-defined time allows. An airport terminal is a typical installation for this behavior. This behavior can also detect objects left behind at an ATM, signaling possible card skimming.
- **Adaptive Motion Detection:** Detects and tracks objects that enter a scene and then triggers an alarm when the objects enter a user-defined zone. This behavior is primarily used in outdoor environments with light traffic to reduce the number of false alarms caused by environmental changes.
- **Camera Sabotage:** Detects contrast changes in the field of view. An alarm is triggered if the lens is obstructed by spray paint, a cloth, or a lens cap. Any unauthorized repositioning of the camera also triggers an alarm.
- **Directional Motion:** Generates an alarm in a high traffic area when a person or object moves in a specified direction. Typical installations for this behavior include an airport gate or tunnel where cameras can detect objects moving in the opposite direction of the normal flow of traffic or an individual entering through an exit door.
- **Loitering Detection:** Identifies when people or vehicles remain in a defined zone longer than the user-defined time allows. This behavior is effective in real-time notification of suspicious behavior around ATMs, stairwells, and school grounds.
- **Object Counting:** Counts the number of objects that enter a defined zone. This behavior can be used to count the number of people at a store entrance/exit or inside a store where the traffic is light. This behavior is based on tracking and does not count people in a crowded setting.
- **Object Removal:** Triggers an alarm if an object is removed from a user-defined zone. This behavior is ideal for customers who want to detect the removal of high value objects, such as a painting from a wall or a statue from a pedestal.
- **Stopped Vehicle:** Detects vehicles stopped near a sensitive area longer than the user-defined time allows. This behavior is ideal for airport curbside drop-offs, parking enforcement, suspicious parking, traffic lane breakdowns, and vehicles waiting at gates.

TECHNICAL SPECIFICATIONS

COMPONENT FEATURES

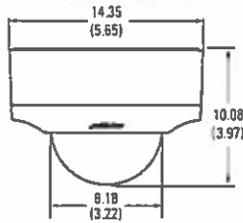


VALUES IN PARENTHESES ARE INCHES; ALL OTHERS ARE CENTIMETERS.



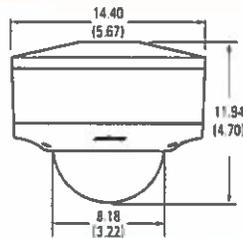
Indoor, In-Ceiling

- Single Back Box for Suspended or Hard Ceiling Applications
- Requires 8.26 cm (3.25 in.) Space Above Ceiling
- Minimum Ceiling Thickness 0.64 cm (0.25 in.); Maximum Ceiling Thickness 4.45 cm (1.75 in.)
- 3/4 in. NPT or 25 mm Conduit Attachments on Side and Top of Back Box
- Microphone
- Plenum Rated Back Box
- Alodine Aluminum Construction
- White Back Box is Standard, Black is Available



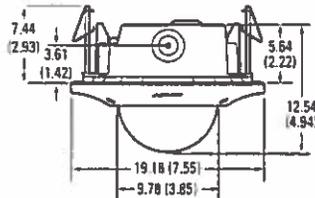
Indoor, Surface Mount

- Attaches to Single-Gang Electrical Box
- Microphone
- Polycarbonate/ABS Construction
- White Back Box is Standard, Black is Available



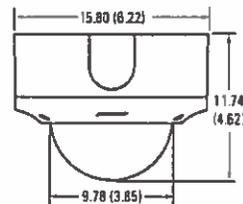
Indoor, Pendant

- Microphone
- 3/4 in. NPT or 25 mm Conduit/Pipe Attachment
- Polycarbonate/ABS Construction
- White Back Box is Standard, Black is Available



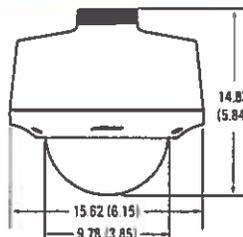
Environmental/Vandal-Resistant, In-Ceiling

- Single Back Box for Suspended or Hard Ceiling Applications
- Requires 8.26 cm (3.25 in.) Space Above Ceiling
- Minimum Ceiling Thickness 0.97 cm (0.38 in.); Maximum Ceiling Thickness 3.81 cm (1.50 in.)
- 3/4 in. NPT or 25 mm Conduit Attachments on Side and Top of Back Box
- Microphone on Vandal-Resistant Models
- Vandal-Resistant Model Meets IP56
- Environmental Model Meets IP66 and NEMA Type 4X
- NEMA TS-2 (Temp.) para 2.2.7.3 - 2.2.7.7
- Meets IK10++ (50J)
- Plenum Rated Back Box
- Alodine Aluminum Construction
- Light Gray Finish



Environmental/Vandal-Resistant, Surface Mount

- Attaches to Standard 4 in. Square Outlet Box and Standard 2-Gang Electrical Box
- 3/4 in. NPT or 25 mm Conduit Attachments on Side and Top of Back Box
- Microphone on Vandal-Resistant Models
- Vandal-Resistant Model Meets IP56
- Environmental Model Meets IP66 and NEMA Type 4X
- NEMA TS-2 (Temp.) para 2.2.7.3 - 2.2.7.7
- Meets IK10++ (50J)
- Alodine Aluminum Construction
- Light Gray Finish



Environmental/Vandal-Resistant, Pendant

- 1-1/2 in. NPT Thread for Use with Pelco Wall Mounts
- Microphone on Vandal-Resistant Models
- Vandal-Resistant Model Meets IP56
- Environmental Model Meets IP66 and NEMA Type 4X
- NEMA TS-2 (Temp.) para 2.2.7.3 - 2.2.7.7
- Meets IK10++ (50J)
- Alodine Aluminum Construction
- Light Gray Finish

TECHNICAL SPECIFICATIONS

CAMERA

Imaging Device	1/3-inch
Imager Type	CMOS
Imager Readout	Progressive scan
Highest Resolution	
3 MPx	2048 x 1536
2 MPx	1920 x 1080
1 MPx	1280 x 960
0.5 MPx	800 x 608
Signal-to-Noise Ratio	>60 dB
Electronic Shutter Range	0.5 – 1/48,000 sec
True Wide Dynamic Range	Up to 100 dB*
White Balance Range	2,000° to 10,000°K
Sensitivity 3 – 9 mm	f/1.2, 2,850°K; SNR >20 dB
Color (33 ms)	0.1 lux
Color (500 ms)	0.005 lux
Mono (33 ms)	0.05 lux
Mono (500 ms)	0.0013 lux
Sensitivity 9 – 22 mm	f/1.6, 2,850°K; SNR >20 dB
Color (33 ms)	0.4 lux
Color (500 ms)	0.009 lux
Mono (33 ms)	0.09 lux
Mono (500 ms)	0.002 lux
Day/Night Capabilities	Yes
Mechanical IR Cut Filter	Yes (ON/OFF/AUTO selectable), with different set points on lux

*Sensor level is not inclusive of SureVision image processing.

LENS

Lens Type	Built-in, varifocal
Focal Length	f/1.2, 3 – 9 mm, or f/1.6, 9 – 22 mm
Focus	Autofocus, motorized
Zoom	Remote
Auto Iris Type	DC drive P-iris lens
Field of View in Degrees	

Lens	Focal Length	Mode	Diagonal	Horizontal	Vertical
3 – 9 mm	Wide	4.3	105	84	63
	Tele	4.3	38	30	23
	Wide	16.9	97	84	47
	Tele	16.9	35	30	17
9 – 22 mm	Wide	4.3	38	30	23
	Tele	4.3	15	12	8.9
	Wide	16.9	35	30	17
	Tele	16.9	14	12	6.6

AUDIO

Streaming	Bidirectional full or half duplex
Input/Output	Line level/external microphone input; 600-ohm differential, 1 Vp-p max. signal level; built-in microphone (indoor and vandal-resistant models)
Compression	G.711 PCM 8 bit, 8 kHz mono at 64 kbit/s

MECHANICAL

Dome Attenuation	
Clear	f/0.0 light loss
Smoked	f/1.0 light loss
Pan/Tilt Adjustment	Manual
Pan	355°
Tilt	180°
Rotation	360°

PHYSICAL

Weight	Unit	Shipping
Indoor, In-Ceiling	1.2 kg (2.6 lb)	1.6 kg (3.6 lb)
Indoor, Surface Mount	1.0 kg (2.0 lb)	1.4 kg (3.0 lb)
Indoor, Pendant	1.0 kg (2.1 lb)	1.4 kg (3.1 lb)
Environmental, In-Ceiling	1.4 kg (3.1 lb)	1.9 kg (4.1 lb)
Environmental, Surface Mount	1.5 kg (3.3 lb)	2.0 kg (4.3 lb)
Environmental, Pendant	1.3 kg (2.9 lb)	1.8 kg (3.9 lb)
Vandal-Resistant, In-Ceiling	1.4 kg (3.1 lb)	1.9 kg (4.1 lb)
Vandal-Resistant, Surface Mount	1.5 kg (3.3 lb)	2.0 kg (4.3 lb)
Vandal-Resistant, Pendant	1.3 kg (2.9 lb)	1.8 kg (3.9 lb)
Product Box Dimensions (approximate)	22.2 x 32.9 x 17.6 cm (8.75" D x 12.94" W x 6.94" H)	

ENVIRONMENTAL

Operating Temperature	
Indoor/Vandal-Resistant	–10° to 50°C (14° to 122°F) [†]
Environmental	–40° to 50°C (–40° to 122°F) [†] 74°C (165.2°F) absolute maximum ambient temperature per NEMA TS-2

[†]Thermostatically controlled active heating and cooling elements are used to achieve operating temperature range. A blower (fan) is used to achieve operating temperatures to 50°C (122°F). Active heating elements are used to achieve operating temperatures below –10°C (14°F).

Cold Start	
Indoor/Vandal-Resistant	–10°C (14°F)
Environmental	–20°C (–4°F)
Storage Temperature	–10° to 60°C (14° to 140°F)
Operating Humidity	
Indoor/Vandal-Resistant	20 to 80%, RH noncondensing
Environmental	10 to 95%, RH condensing
Storage Humidity	20 to 80%, RH noncondensing
Impact Resistance	IK10++ (50J) per IEC 62262 (environmental/vandal-resistant models)
Shock and Vibration	EN50155 Category 1, Class B; IEC 60068 2-6 and 2-27 (environmental/vandal-resistant models)

ELECTRICAL

Network Port	RJ-45 connector for 100Base-TX Auto MDI/MDI-X
Accessory Port	Micro B USB connector for Pelco accessories
Cable Type	Cat5 or better for 100Base-TX
Input Power	PoE (IEEE 802.3af, Class 3)
Power Consumption [†]	8.5 W nominal
Current Consumption	350 mA maximum
Local Storage	Micro SD, SDHC (see manual for details)
Alarm	
Unsupervised	Detects open or closed alarm state
Supervised	Detects open and short alarm state with external 1-kohm resistor
Input	3.5 VDC maximum, 3.5 mA maximum
Relay Output	±32 VDC maximum, 150 mA maximum

[†]Does not include optional accessories connected to accessory port.

NETWORK

Supported Protocols	TCP/IP, UDP/IP (Unicast, Multicast IGMP), UPnP, DNS, DHCP, RTP, RTSP, NTP, IPv4, IPv6, SNMP v2c/v3, QoS, HTTP, HTTPS, LDAP (client), SSH, SSL, SMTP, FTP, ARP, ICMP, and 802.1x (EAP)
Users	
Unicast	Up to 20 simultaneous users depending on the resolution settings
Multicast	Unlimited users H.264
Security Access	Password protected
Software Interface	Web browser view and setup

TECHNICAL SPECIFICATIONS

VIDEO

Video Streams Multiple simultaneous streams with up to 2 different configurations plus service stream; the secondary stream is variable based on the setup of the primary stream

Available Resolutions Two configurable streams as follows:

Camera Model	MPx	Max Mbps CVBR	Width	Height	Aspect Ratio		
3 MPx	3.0	9.2	2048	1536	4:3		
	2 MPx	1.9	5.7	1600	1200	4:3	
		1 MPx	1.2	3.8	1280	960	4:3
	0.5 MPx	0.5	2	800	608	4:3	
		0.3	1.5	640	480	4:3	
0.08	0.5	320	240	4:3			
3 MPx and 2 MPx	1080p	6	1920	1080	16:9		
	1 MPx	720p	2.9	1280	720	16:9	
		0.5 MPx	0.5	1.7	800	448	16:9
			0.2	1.2	640	352	16:9
			0.06	0.4	320	176	16:9

Note: Default mbps values are based on High profile (30 fps; default IP GOP length).

Frame Rate Up to 30, 25, 15, 12.5, 10, 5, 1 (depending on the coding, resolution, and stream configuration)

Video Encoding H.264 High, Main, or Base profiles; and MJPEG

Bit Rate Control Constrained variable bit rate (CVBR), constant bit rate (CBR), and variable bit rate (VBR) with target range

Service Stream JPEG stream; the aspect ratio will be consistent with the independent streams

MINIMUM SYSTEM REQUIREMENTS

Processor Intel® Core™ i3 processor, 2.4 GHz

Operating System Microsoft® Windows® 7 (32- and 64-bit), or Windows Vista®; or Mac® OS X 10.4 (or later)

Memory 4 GB RAM

Network Interface 100 megabits (or greater)

Monitor Minimum of 1024 x 768 resolution, 16- or 32-bit pixel color resolution

Web Browser* Internet Explorer® 7.0 (or later) or Mozilla® Firefox® 3.5 (or later); Internet Explorer 8.0 (or later) is recommended for configuring analytics

Media Player† Pelco Media Player or QuickTime® 7.6.5 for Windows 7, XP, or Vista; or QuickTime 7.6.4 for Mac OS X 10.4 (or later)

*Internet Explorer is not supported by Mac OS X 10.4.

†This product is not compatible with QuickTime version 7.6.4 for Windows XP or Windows Vista. If you have this version installed on your PC, you will need to upgrade to QuickTime version 7.6.5.

ANALYTICS

Required Systems for Pelco Analytics

Pelco Interface WSS200 Advanced System Management Software on an Endura 2.0 (or later) system

Open API The Pelco API can transmit behavior alarm data to third-party applications, available at pdn.pelco.com

INTEGRATION

Pelco System Integration Endura 2.0 (or later)
Digital Sentry 7.3 (or later)
DX4700/DX4800

Open API Pelco API or ONVIF Profile S and Profile G

Mobile Application Integrated with Pelco Mobile Application

SOFTWARE FEATURES

- Multilingual menus in user interface: English, French, Italian, German, Spanish, Portuguese, Russian, Chinese, Turkish
- 16 window blanks, configurable in size
- Password protection
- Snapshot with JPEG capture at 2016 x 1523 resolution
- Text overlays for camera name, time, date

CERTIFICATIONS/RATINGS

- CE, Class A
- FCC, Class A
- ICES-003, Class A
- UL/cUL Listed
- KCC
- C-Tick
- CB
- Meets NEMA Type 4X, IP66 rating (Environmental), and IP56 (Vandal-Resistant)
- NEMA TS-2 (Temp.) para 2.2.7.3 - 2.2.7.7
- Compliant with applicable immunity sections of EN 50155, EN 50121-3-2, and EN 50121-4
- ONVIF Profile S and Profile G Conformant

RECOMMENDED MOUNTS

WMVE-SR Wall mount, light gray; for use with environmental and vandal-resistant pendant mount options

WMVE-SW Wall mount, white; for use with indoor pendant mount options

PA101 Pole adapter for use with WMVE-SR wall mount

IMEP-VCM Indoor corner mount

OPTIONAL ACCESSORIES

IPCT01 Pelco IP camera tester†

ALM-1 External alarm accessory

POE20U560G Single port PoE injector

IMELLD1-01 Lower dome assembly, smoked, in-ceiling, white

IMELLD1-0B1 Lower dome assembly, smoked, in-ceiling, black

IMELD1-0S Lower dome assembly, smoked, surface mount/pendant, white

IMELD1-0BS Lower dome assembly, smoked, surface mount/pendant, black

IMELD1-0V Lower dome (bubble only), smoked, environmental/vandal-resistant

IMELD1-1V Lower dome (bubble only), clear, environmental/vandal-resistant

† Contact Pelco Product Support for more information about the use of the Pelco IP camera tester with cameras.

TECHNICAL SPECIFICATIONS

MODELS*

Type	Lens	Mount	Color	Resolution	Model
Indoor	3 ~ 9 mm Focal Range	In-Ceiling	White	0.5 MPx	IMES19-1I
				1 MPx (720p)	IME119-1I
				2 MPx (1080p)	IME219-1I
			Black	3 MPx (1080p)	IME319-1I
				3 MPx (1080p)	IME319-B1I
				0.5 MPx	IMES19-1S
		Surface Mount	White	1 MPx (720p)	IME119-1S
				2 MPx (1080p)	IME219-1S
				3 MPx (1080p)	IME319-1S
			Black	3 MPx (1080p)	IME319-B1S
				0.5 MPx	IMES19-1P
				1 MPx (720p)	IME119-1P
Pendant	White	2 MPx (1080p)	IME219-1P		
		3 MPx (1080p)	IME319-1P		
	Black	3 MPx (1080p)	IME319-B1P		
		0.5 MPx	IMES19-1EI		
Environmental	3 ~ 9 mm Focal Range	In-Ceiling	Light Gray	1 MPx (720p)	IME119-1EI
				2 MPx (1080p)	IME219-1EI
				3 MPx (1080p)	IME319-1EI
				0.5 MPx	IMES19-1EI
		Surface Mount	Light Gray	1 MPx (720p)	IME119-1ES
				2 MPx (1080p)	IME219-1ES
				3 MPx (1080p)	IME319-1ES
				0.5 MPx	IMES19-1ES
		Pendant	Light Gray	1 MPx (720p)	IME119-1EP
				2 MPx (1080p)	IME219-1EP
				3 MPx (1080p)	IME319-1EP
				0.5 MPx	IMES19-1EP
Vandal-Resistant	3 ~ 9 mm Focal Range	In-Ceiling	Light Gray	0.5 MPx	IMES19-1VI†
				1 MPx (720p)	IME119-1VI†
				2 MPx (1080p)	IME219-1VI†
				3 MPx (1080p)	IME319-1VI†
		Surface Mount	Light Gray	0.5 MPx	IMES19-1VS†
				1 MPx (720p)	IME119-1VS†
				2 MPx (1080p)	IME219-1VS†
				3 MPx (1080p)	IME319-1VS†
		Pendant	Light Gray	0.5 MPx	IMES19-1VP†
				1 MPx (720p)	IME119-1VP†
				2 MPx (1080p)	IME219-1VP†
				3 MPx (1080p)	IME319-1VP†
Indoor	9 ~ 22 mm Focal Range	In-Ceiling	White	3 MPx (1080p)	IME3122-1I
			Black		IME3122-B1I
		Surface Mount	White		IME3122-1S
			Black		IME3122-B1S
		Pendant	White		IME3122-1P
			Black		IME3122-B1P
Environmental	9 ~ 22 mm Focal Range	In-Ceiling	Light Gray	IME3122-1EI	
		Surface Mount		IME3122-1ES	
		Pendant		IME3122-1EP	
Vandal-Resistant	9 ~ 22 mm Focal Range	In-Ceiling	Light Gray	IME3122-1VI†	
		Surface Mount		IME3122-1VS†	
		Pendant		IME3122-1VP†	

*All environmental models are vandal resistant.

†This vandal-resistant model is for indoor use only.

Pelco by Schneider Electric

3500 Pelco Way, Clovis, California 93612-5699 United States
USA & Canada Tel (800) 289-9100 Fax (800) 289-9150
International Tel +1 (559) 292-1981 Fax +1 (559) 348-1120
www.pelco.com www.pelco.com/community

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Optera™ IMM Series with SureVision™ 2.0

180°, 270°, 360° PANORAMIC, 12 MPX IP CAMERAS

Product Features

- Constant, seamless situational awareness
- Zoom in for detail live or retrospectively with client-side dewarping
- Multiple immersive PTZ views at video management system (VMS)
- Up to 12 Megapixel (4 x 3 MPx) resolution for better detail at a distance
- Up to 12.5 frames per second (fps) at 12 MPx resolution
- Outstanding WDR and low-light performance at the same time
- 8 Pelco video analytic behaviors
- Local storage (Micro SD)
- ONVIF Profile S and Profile G conformant
- Compatible with Pelco VideoXpert™*, Digital Sentry®, and third-party VMS partners
- Power over Ethernet Plus (PoE+)
- 3-year warranty

Optera™ IMM Series Multi-Imager Solution

The Optera™ IMM Series camera with SureVision™ 2.0 provides a panomersive experience with seamless situational awareness which provides stitched and blended panoramic views. The IMM Series also enables you to zoom in for detail within multiple intuitive immersive views from a video management system (VMS). Other multi-imager solutions can be disjointed with separate streams out of order. The IMM Series transparently integrates video across all sensors in the camera, presenting a seamless user experience from setup to viewing.

Camera

IMM Series camera options include 180-, 270-, or 360-degree models. All models include a camera in a compact in-ceiling mount, surface mount, or pendant enclosure that is ready to install. All models feature a robust metal tamper-resistant design and carry an IK10 impact rating for vandal resistance. The Environmental Vandal model features worry-free use in a wide range of challenging operating conditions. In-ceiling models have a back box that is plenum rated per 2008 NEC article 300.22(C)(2).

Video with SureVision 2.0

The IMM Series offers the panomersive experience with outstanding and industry leading image quality with SureVision 2.0 technology. SureVision 2.0 delivers excellent low-light performance and true wide dynamic range (WDR), consistently and simultaneously. With superior WDR, anti-bloom technologies, 3D noise filtering and advanced tone mapping, SureVision 2.0 makes the IMM Series capable of delivering outstanding image quality in very challenging lighting conditions.

Window Blanking

Window blanking is used to conceal user-defined privacy areas. The IMM Series camera supports up to 32 blanked windows. A blanked area appears on the screen as a solid gray window.

SureVision™ 2.0
A Pelco | by Schneider Electric™ IP20+ Light



OPTERA IMM SERIES 180-DEGREE CAMERA

Video

The IMM Series provides near real-time capture with a frame rate of up to 12.5 frames per second (fps) at full resolution. This video is presented from the camera in multiple streams that can be encoded in H.264 level 5.1 high profile and constrained variable bit recording (CVBR) for efficient encoding to conserve video storage and bandwidth.

Open and Integrated

The IMM Series camera seamlessly connects to the Pelco VideoXpert™ and Digital Sentry® VMSs. IMM Series integrates with major partner video management systems through the open Pelco API, Panomersive SDK and through the ONVIF standard. IMM Series enables customers to record everything in the scene at the VMS, and both live and retrospectively obtain panoramic and multiple immersive views.

Built-In Analytics

The IMM Series features a full suite of eight Pelco video analytics applied across a wide field of view. Pelco behaviors include Abandoned Object, Adaptive Motion Detection, Camera Sabotage, Directional Motion, Loitering Detection, Object Counting, Object Removal, and Stopped Vehicle. These behaviors enable operators to focus quickly on events and areas of interest.

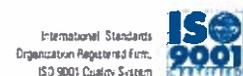
Convenient Power

The IMM Series is designed with Power over Ethernet Plus (PoE+) to simplify planning, wiring, and installation. PoE+ works with PoE+ enabled network switches or power injectors. PoE+ eliminates separate power supplies, cabling, and increases camera availability through an uninterruptible power supply (UPS).

* Requires Digital Sentry server operating as VideoXpert storage to support recording and playback services.



by Schneider Electric

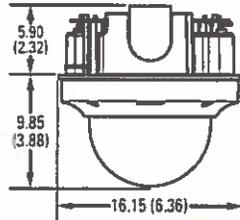


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TECHNICAL SPECIFICATIONS

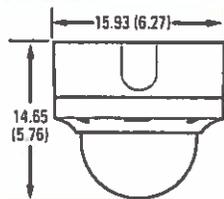
COMPONENT FEATURES

 VALUES IN PARENTHESES ARE INCHES; ALL OTHERS ARE CENTIMETERS.



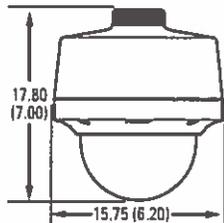
Indoor Vandal, In-Ceiling

- Single Back Box for Suspended or Hard Ceiling Applications
- Requires 8.26 cm (3.25 in.) Space Above Ceiling
- Minimum Ceiling Thickness 0.64 cm (0.25 in.); Maximum Ceiling Thickness 4.45 cm (1.75 in.)
- 3/4 in. NPT or 25 mm Conduit Attachments on Side and Top of Back Box
- Plenum Rated Back Box
- Alodine Aluminum Construction Meets IK10
- White or Black Finish



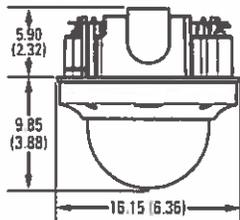
Indoor Vandal, Surface Mount

- Attaches to:
 - Standard 4 in. Square Outlet Box and 2-Gang Electrical Box
 - 3/4 in. NPT or 25 mm Conduit Attachments on Side Back Box
 - Wire Entry through Grommet on Top of Back Box
- Alodine Aluminum Construction Meets IK10
- White or Black Finish



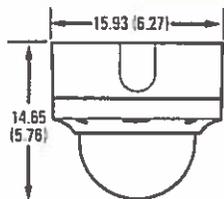
Indoor Vandal, Pendant

- 1-1/2 in. NPT Conduit/Pipe Attachment
- Alodine Aluminum Construction Meets IK10
- White or Black Finish



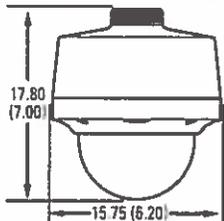
Environmental Vandal, In-Ceiling

- Single Back Box for Suspended or Hard Ceiling Applications
- Requires 8.26 cm (3.25 in.) Space Above Ceiling
- Minimum Ceiling Thickness 0.97 cm (0.38 in.); Maximum Ceiling Thickness 4.45 cm (1.75 in.)
- 3/4 in. NPT or 25 mm Conduit Attachments on Side and Top of Back Box
- Meets IP66 and NEMA Type 4X
- Plenum Rated Back Box
- Alodine Aluminum Construction Meets IK10
- Light Gray Finish



Environmental Vandal, Surface Mount

- Attaches to:
 - Standard 4 in. Square Outlet Box and Standard 2-Gang Electrical Box
 - 3/4 in. NPT or 25 mm Conduit Attachments on Side of Back Box
 - Wire Entry through Grommet on Top of Back Box
- Meets IP66 and NEMA Type 4X
- Alodine Aluminum Construction Meets IK10
- Light Gray Finish



Environmental Vandal, Pendant

- 1-1/2 in. NPT Thread for Use with Pelco Wall Mounts
- Meets IP66 and NEMA Type 4X
- Alodine Aluminum Construction Meets IK10
- Light Gray Finish

TECHNICAL SPECIFICATIONS

CAMERA

Imaging Device	1/3.2-inch
Imager Type	CMOS
Imager Readout	Progressive scan
Maximum Resolution	2048 x 1536 x 4
12 MP (4x)	
Signal-to-Noise Ratio	>50 dB
Sensitivity	

Camera	F-Stop	Color (33 ms)	Mono (33 ms)
180°	f/2.0	0.3 lux	0.14 lux
270°	f/2.5	0.5 lux	0.2 lux
360°	f/2.5	0.5 lux	0.2 lux

Day/Night Capabilities	Yes
Mechanical IR Cut Filter	Yes, (ON/OFF/AUTO selectable) with different set points
Wide Dynamic Range	>120 dB

LENS

Length

Camera	F-Stop	Length
180°	f/2.0	4.8 mm
270°	f/2.5	2.7 mm
360°	f/2.5	2.7 mm

Field of View

Camera	Horizontal FoV	Vertical FoV
180°	180°	41°
270°	270°	73°
360°	360°	73°

AUDIO

Streaming	Bidirectional full or half duplex
Input/Output	600 ohm differential, 1Vp-p max. signal level
Compression	G.711 PCM 8 bit, 8 kHz mono at 64 kbit/s

MECHANICAL

Dome Attenuation	
Clear	f/0.0 light loss
Smoked	f/1.0 light loss
Pan Adjustable (All Models)	370°
Tilt Adjustable (180 Model)	0° - 180°

PHYSICAL

Weight	Unit	Shipping
In-Ceiling	1.5 kg (3.3 lb)	2.0 kg (4.3 lb)
Surface Mount	1.7 kg (3.9 lb)	2.0 kg (4.3 lb)
Pendant Mount	1.7 kg (3.9 lb)	2.0 kg (4.3 lb)

ENVIRONMENTAL

Operating Temperature	
Indoor Vandal	-10° to 50°C (14° to 122°F) ¹
Environmental Vandal	-40° to 50°C (-40° to 122°F) ¹

¹Thermostatically controlled active heating and cooling.

Operating Humidity	
Indoor Vandal	15 to 85%, RH noncondensing
Environmental Vandal	10 to 95%, RH condensing
Impact Resistance	IK10 (20J)
Shock and Vibration	EN50155 Category 1, Class B; IEC 60068-2-6 and 2-27; ISTA-2A, Sequence 5, MIL810G
Storage Temperature	-40° C to 60° C (-40° F to 140° F)
Storage Humidity	15% to 85%, noncondensing

ELECTRICAL

Network Port	RJ-45 connector for 1000Base-T 1 Gigabit/sec Auto MDI/MDI-X PoE+; Class 4 Category 5 or better PoE+ (IEEE 802.3at, Class 4)
Cable Type	
Input Power	
Power Consumption	
Without Heater	17 Watts
With Heater	23 Watts

Notice: Total camera power consumption attached to a multi-port PoE+ switch must not exceed the total PoE+ power provided by the switch.

Local Storage	Micro SD, SDHC
Alarm	
Unsupervised	Detects open or closed alarm state
Supervised	Detects open and short alarm state with external 1-kohm resistor to detect alarm tampering
Input	3.5 VDC maximum, 3.5 mA maximum
Relay Output	±32 VDC maximum, 150 mA maximum

NETWORK

Supported Protocols	TCP/IP, UDP/IP (Unicast, Multicast IGMP), UPnP, DNS, DHCP, RTP, RTSP, NTP, IPv4, IPv6, SNMP v2c/v3, QoS, HTTP, HTTPS, LDAP (client), SSH, SSL, SMTP, FTP, ARP, ICMP, and 802.1x (EAP)
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Note: IPv6 supports mixed IPv4 and IPv6 installations, but not IPv6-only deployments.

Users	
Unicast	Up to 20 simultaneous users depending on the resolution settings, and frame rate
Multicast	Unlimited users H.264
Security Access	Password protected
Software Interface	Web browser view and setup

VIDEO

Video Streams	Set of streams to deliver full resolution views; secondary stream that comprises a lower resolution mosaic of above streams
Frame Rate(s)	User selectable up to 12.5 fps
Video Encoding	H.264 High, Main, or Base profiles; MJPEG (mosaic stream only)
Bit Rate	Default maximum for Constrained Variable Bit Rate (CVBR) at maximum resolution and frame rate
180° Model	28 Mbps

Note: Actual bit rates are lower depending on scene complexity

TECHNICAL SPECIFICATIONS

MINIMUM SYSTEM REQUIREMENTS

Processor	Intel® Core™ i3 processor, 2.4 GHz
Operating System	Microsoft Windows® 10, Windows® 7 (32- and 64-bit), or Windows Vista®; or Mac® OS X 10.9 (or later)
Memory	4 GB RAM
Network Interface	100 Mbps (or greater)
Monitor	Minimum of 1024 x 768 resolution, 16- or 32-bit pixel color resolution
Web Browser	Internet Explorer® 8.0 (or later) or Mozilla® Firefox® 35 (or later), Google® Chrome 40 (or later)

ANALYTICS

Open API	The Pelco API can transmit behavior alarm data to third-party applications. Go to pdn.pelco.com
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INTEGRATION

Pelco System Integration	Pelco VideoXpert, Digital Sentry
Open API	Pelco API, Panomersive SDK, ONVIF Profile S and G

SOFTWARE FEATURES

- Multilingual user interface: English, French, Italian, German, Spanish, Portuguese, Russian, Chinese, Turkish
- 32 window blanks, configurable in size
- Password protection
- Snapshot with JPEG capture
- Text overlay metadata for camera name, time, date

CERTIFICATIONS/RATINGS

- CE, Class A
- FCC, Class A
- UL/cUL Listed
- ICES, Class A
- KCC
- C-Tick
- CB Scheme ITE
- NEMA Type 4X, and IP66 rating (Environmental Vandal)
- RoHS, Lead Free, REACH

At the time of this publication, certifications are pending. Consult the factory, our Web site (www.pelco.com), or the most recent B.O.S.S.® update for the current status of certifications.

TECHNICAL SPECIFICATIONS

SYSTEM MODEL NUMBERS

Type	Trim Color	Field of View (FoV)	Model
In-ceiling, indoor vandal	white	180°	IMM12018-1I
	black		IMM12018-B1I
In-ceiling, environmental vandal	gray		IMM12018-1EI
	white		IMM12018-1S
Surface, indoor vandal	black		IMM12018-B1S
	gray		IMM12018-1ES
Surface, environmental vandal	white		IMM12018-1P
	black		IMM12018-B1P
Pendant, indoor vandal	gray		IMM12018-1EP
	white		270°
black	IMM12027-B1I		
In-ceiling, environmental vandal	gray		
	white	IMM12027-1S	
Surface, indoor vandal	black	IMM12027-B1S	
	gray	IMM12027-1ES	
Surface, environmental vandal	white	IMM12027-1P	
	black	IMM12027-B1P	
Pendant, indoor vandal	gray	IMM12027-1EP	
	white	360°	
black	IMM12036-B1I		
In-ceiling, environmental vandal	gray		
	white		IMM12036-1S
Surface, indoor vandal	black		IMM12036-B1S
	gray		IMM12036-1ES
Surface, environmental vandal	white		IMM12036-1P
	black		IMM12036-B1P
Pendant, indoor vandal	gray		IMM12036-1EP

COMPONENT MODEL NUMBERS

Back Box		Camera Base Module		Lower Dome	
IMMBB0-S	Surface, indoor vandal, white	IMM12018-BASE	Indoor vandal, 180°	IMMLD0-1	Indoor vandal, white trim, clear bubble
IMMBB0-BS	Surface, indoor vandal, black	IMM12018-E-BASE	Environmental vandal, 180°	IMMLD0-B1	Indoor vandal, black trim, clear bubble
IMMBB0-ES	Surface, environmental vandal, gray	IMM12027-BASE	Indoor vandal, 270°	IMMLD0-1E	Environmental vandal, gray trim, clear bubble
IMMBB0-P	Pendant, indoor vandal, white	IMM12027-E-BASE	Environmental vandal, 270°	IMMLD0-0	Indoor vandal, white trim, smoked bubble
IMMBB0-BP	Pendant, indoor vandal, black	IMM12036-BASE	Indoor vandal, 360°	IMMLD0-B0	Indoor vandal, black trim, smoked bubble
IMMBB0-EP	Pendant, environmental vandal, gray	IMM12036-E-BASE	Environmental vandal, 360°	IMMLD0-0E	Environmental vandal, gray trim, smoked bubble
IMMBB0-I	In-ceiling, indoor vandal, white				
IMMBB0-BI	In-ceiling, indoor vandal, black				
IMMBB0-EI	In-ceiling, environmental vandal, gray				

RECOMMENDED MOUNTS

IMM-PNL	2' x 2' drop ceiling panel, replaces 2' x 2' ceiling tile, white
IMM-CM	Corner mount (outer)
IMM-DF5	DFS kit for existing indoor DF5 enclosures
WMVE-SR	Environmental vandal, pendant wall mount, gray
WMVE-WT/BK	Indoor vandal, pendant wall mount, white/black
PA101	Pole adapter for use with WMVE-SR wall mount

OPTIONAL ACCESSORIES

POE1AT, POE4ATN	1, 4, 8, and 16
POE8ATN, POE16ATN	Channel PoE midspan
EC-3000C/U Series	Ethernet over copper (EoC) extenders with true PoE+ to 30 W
EC-4BY1SWC/U Series	4-port, self managed, POE+ switch with extended uplink

Pelco by Schneider Electric
 3500 Pelco Way, Clovis, California 93612-5699 United States
USA & Canada Tel (800) 289-9100 Fax (800) 289-9150
International Tel +1 (559) 292-1981 Fax +1 (559) 348-1120
www.pelco.com www.pelco.com/community

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Sarix® IMP Series Environmental Mini Domes

STD DEF/MEGAPIXEL, H.264, DAY/NIGHT IP DOMES

Product Features

- Up to 5 Megapixel (MPx) Resolution
- Up to 30 Images per Second (ips) at 1080p
- Autofocus Motorized Remote Zoom Lens
- Accessible Edge Storage with Micro SD Card
- Motion Detection and Camera Sabotage Detection
- Operating Temperature from -40° to 50°C (-40° to 122°F)
- Power over Ethernet (PoE) and 24 VAC Power Input
- Compatible with Pelco and Third-Party Video Systems
- ONVIF Profile S and Profile G Conformant
- 3-Year Warranty and Support

Sarix Professional Range

Powerful, versatile, and affordable, the **Sarix® Professional (P)** range cameras pack the most popular features and functionality of Sarix technology into a wide range of indoor and environmental options, including IP box cameras, bullet cameras, and domes. Mix and match the performance options and form factor you need for almost any lighting condition, environment, and application.

Camera

Within the **Sarix Professional** range, the **Sarix IMP Series** mini dome cameras feature a remote zoom lens for wide angle or long range surveillance needs. Autofocus capability ensures the camera can be automatically refocused when needed. Additionally, the **Sarix IMP Series** features advanced color science and a mechanical IR cut filter for increased sensitivity in low-light installations.

Video

Sarix Professional range cameras support up to two simultaneous video streams and a third service stream. The two streams can be compressed with efficient H.264 High or Main profiles or MJPEG formats. The streams can be configured to a variety of frame rates and bit rates to optimize image quality with bandwidth and storage efficiency.



Edge Storage

Sarix Professional range cameras feature onboard edge storage with a micro SD card. Video clips of varying lengths can be stored to the card upon alarm, or video can be written continuously to the SD card in the case of network outage. Video can be retrieved from the card through the FTP protocol or by using an ONVIF Profile G enabled client.

Sarix Professional range cameras feature simple motion detection algorithms allowing the camera to record or send an alarm when there is motion detected in a selected zone or within the entire scene. A camera sabotage alarm is triggered if the lens is obstructed or when the camera is repositioned.

Open and Integrated

Sarix Professional range cameras seamlessly connect to Pelco video management systems such as Endura® version 2.0 (or later) and Digital Sentry™ version 7.3 (or later). **Sarix Professional** range cameras integrate with major third-party video management systems through the Pelco API and other third-party software and systems through the open ONVIF Profile S and Profile G standards.

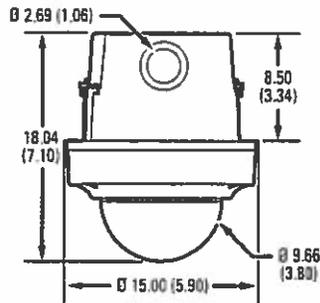
Standard Web Interface

Pelco cameras use a standard Web browser interface for easy remote setup and administration. Controls are optimized for convenient one-step camera configuration for features including color, exposure, flicker control, and streaming.

TECHNICAL SPECIFICATIONS

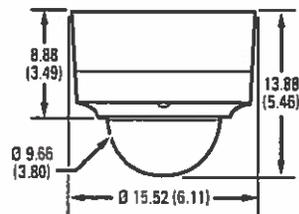
BACK BOX FEATURES

 VALUES IN PARENTHESES ARE INCHES, ALL OTHERS ARE CENTIMETERS.



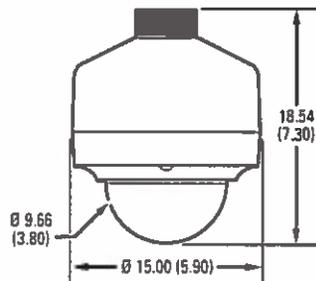
Environmental, In-Ceiling

- Clearance Above Ceiling 10.16 cm (4 in.)
- Maximum Ceiling Thickness 3.81 cm (1.5 in.)
- 3/4-Inch NPT or 25 mm Conduit Attachments On Side and Top of Back Box
- IP66 Ingress Protection
- IK10 (20J) Impact Resistance
- Plenum Rated Back Box



Environmental, Surface Mount

- Attaches to Standard 4-Inch Square Outlet Box and Standard 2-Gang Electrical Box
- 3/4-Inch NPT or 25 mm Conduit Attachments On Side and Top of Back Box
- IP66 Ingress Protection
- IK10 (20J) Impact Resistance



Environmental, Pendant

- 1.5-Inch NPT Thread for Use With Pelco Wall Mounts
- IP66 Ingress Protection
- IK10 (20J) Impact Resistance

TECHNICAL SPECIFICATIONS

CAMERA

Imaging Device

MPx	Sensor	Maximum Resolution
5 MPx	1/3.2-inch	2592 x 1944 (5.0 MPx)
3 MPx	1/3.2-inch	2048 x 1536 (3.1 MPx)
2 MPx	1/3.2-inch	1920 x 1080 (2.1 MPx)
1 MPx	1/4-inch	1280 x 720 (0.9 MPx)
SD	1/4-inch	800 x 600 (0.5 MPx)

Imager Type

CMOS

Imager Readout

Progressive scan

Electronic Shutter Range

1/5 - 1/2,000 sec

Electronic Wide Dynamic Range

65 db

White Balance Range

2,500° to 6,000°K

Digital Noise Reduction

Yes (ON/OFF selectable)

Signal to Noise Ratio

50 dB

Minimum Illumination

MPx	Sensitivity	Color		Mono	
		33 ms	200 ms	33 ms	200 ms
5 MPx	f/1.2	0.30 lux	0.02 lux	0.10 lux	0.01 lux
3 MPx	f/1.2	0.30 lux	0.02 lux	0.10 lux	0.01 lux
2 MPx	f/1.2	0.30 lux	0.02 lux	0.10 lux	0.01 lux
1 MPx	f/1.4	0.30 lux	0.02 lux	0.10 lux	0.01 lux
SD	f/1.4	0.30 lux	0.02 lux	0.10 lux	0.01 lux

Mechanical IR Cut Filter

Yes (AUTO/MANUAL selectable), with different set points on lux

LENS

Lens Type

Built-in, varifocal

Focal Length

f/1.2, 3 - 9 mm, f/1.4, 2.8 - 10 mm

Focus

Autofocus, motorized

Zoom

Remote

Auto Iris Type

DC drive lens

Maximum Field of View*

MPx	Focal Length	Mode (Aspect Ratio)	Angle of View		
			Diagonal	Horizontal	Vertical
5	Wide	4:3	112°	88°	64°
	Tele	4:3	37°	30°	22°
3	Wide	4:3	111°	87°	64°
	Tele	4:3	37°	30°	22°
2	Wide	4:3	85°	67°	49°
	Tele	4:3	29°	23°	17°
	Wide	16:9	94°	81°	44°
	Tele	16:9	32°	28°	16°
1	Wide	4:3	74°	58°	41°
	Tele	4:3	23°	19°	14°
	Wide	16:9	84°	71°	37°
	Tele	16:9	26°	22°	13°
SD	Wide	4:3	74°	58°	41°
	Tele	4:3	23°	19°	14°

*Field of view may vary with changes in resolution settings

TECHNICAL SPECIFICATIONS

VIDEO

Video Streams

Up to 2 simultaneous streams, plus service stream, the secondary stream is variable based on the setup of the primary stream

Text Overlay

Camera name, time, date, and customizable text with multiple supported languages

Available Resolutions

MPx	Width	Height	Aspect Ratio
5.0	2592	1944	4:3
3.1	2048	1536	4:3
2.1	1920	1080	16:9
1.9	1600	1200	4:3
1.2	1280	960	4:3
0.9	1280	720	16:9
0.6	1024	576	16:9
0.5	960	540	16:9
0.5	800	600	4:3
0.3	640	480	4:3
0.1	320	240	4:3
0.1	320	180	16:9

Frame Rates

MPx	Images per Second (ips)
5 MPx	12 (full), 10, 5, 1
3 MPx	20 (full), 16.67, 15, 12.5, 10, 5, 1
2 MPx	30 (full), 20, 25, 16.67, 15, 12.5, 10, 5, 1
1 MPx	30 (full), 20, 25, 16.67, 15, 12.5, 10, 5, 1
SD	30 (full), 20, 25, 16.67, 15, 12.5, 10, 5, 1

Note: Available frame rates are selectable for each independent stream depending on the coding, resolution, and stream configuration.

Video Encoding

H.264 High or Main profiles; and MJPEG

Bit Rate Control

Constant bit rate (CBR), constrained variable bit rate (CVBR) with configurable maximum value

Service Stream

640 x 480 or 640 x 352; 2 ips, JPEG

Window Blanking

4 configurable windows

AUDIO

Streaming

Dual-channel

Input

Line in/terminal block

Encoding

G.711 A-law/G.711 U-law

TECHNICAL SPECIFICATIONS

ELECTRICAL

Network Port	RJ-45 connector for 100Base-TX
Power Input	PoE (IEEE 802.3af) Class 3 24 VAC nominal, 18 to 32 VAC range
Power Consumption	<8 W
Local Storage	Up to 32 GB on Micro SDHC or SDXC card
Alarm	
Input	1
Output	1, PhotoMOS™ relay (30 V, 1 A)
Triggers	Unsupervised mode that detects switch closures (N.O. and N.C.)

ENVIRONMENTAL

Operating Temperature	−40° to 50°C (−40° to 122°F)*
Storage Temperature	−40° to 60°C (−40° to 140°F)
Operating Humidity	15% to 85%, RH condensing
Storage Humidity	20% to 80% RH noncondensing

*Thermostatically controlled heating provides ramped heating control between the initial heater on at 15° C (59°F) and full heating mode at −40° C (−40°F).

GENERAL

Construction	Die-cast aluminum; polycarbonate bubble
Ingress Protection	IP66 per IEC 60529
Vandal Resistance	IK10 (20J impact) per IEC 62262
Finish	Light gray, RAL 7047, satin texture
Pan/Tilt Adjustment	Manual
Pan	355°
Tilt	75°
Rotate	360°
Weight	0.81 kg (1.79 lb)
Shipping Weight	1.02 kg (2.25 lb)

NETWORK

Supported Protocols	TCP/IP, UDP (unicast, multicast IGMP), ICMP, IPv4, SNMP v2c/v3, HTTP, HTTPS, SSL, SSH, SMTP, FTP, RTSP, UPnP, DNS, NTP, RTP, RTCP, LDAP (client), QoS
Users	1 administrator, up to 4 viewers Unlimited users H.264
Security Access	Multiple user access levels with password protection

INTEGRATION

Video Management	Digital Sentry 7.3 (or later); Endura 2.0 (or later); Third-party VMS through Pelco API 1.0 and ONVIF Profile S and Profile G
Mobile Application Analytics	Integrated to Pelco Mobile App Simple motion detection and camera sabotage detection
Local Storage	Capture 1-, 5- or 10-second video clips on camera sabotage, motion detection, or alarm input, record video continuously in the case of network outage with option to overwrite, access video through FTP protocol and ONVIF Profile G
Camera Discovery and Firmware	Cameras discovered and firmware upgrade through the Pelco Device Utility 2 version 2.2 or later, cameras discovered and firmware upgrade through Endura Utilities
Web Browser Support	Microsoft® Internet Explorer® 9.0, Apple® Safari® 7.0.6, Mozilla® Firefox® 31.0, Google® Chrome™ 37.0.2062.124 m and later

TECHNICAL SPECIFICATIONS

SYSTEM MODEL NUMBERS*

Back Box	Resolution	Lens	Model Number
In-Ceiling	5 MPx	3 to 9 mm	IMP519-1EI
	3 MPx	3 to 9 mm	IMP319-1EI
	2 MPx	3 to 9 mm	IMP219-1EI
	1 MPx	2.8 to 10 mm	IMP1110-1EI
	SD	2.8 to 10 mm	IMPS110-1EI
Surface	5 MPx	3 to 9 mm	IMP519-1ES
	3 MPx	3 to 9 mm	IMP319-1ES
	2 MPx	3 to 9 mm	IMP219-1ES
	1 MPx	2.8 to 10 mm	IMP1110-1ES
	SD	2.8 to 10 mm	IMPS110-1ES
Pendant	5 MPx	3 to 9 mm	IMP519-1EP
	3 MPx	3 to 9 mm	IMP319-1EP
	2 MPx	3 to 9 mm	IMP219-1EP
	1 MPx	2.8 to 10 mm	IMP1110-1EP
	SD	2.8 to 10 mm	IMPS110-1EP

*System options contain a back box/mount, camera, and clear dome

COMPONENT MODEL NUMBERS

Back Box		Lower Dome		Camera Base	
IMPBB-ES	Environmental surface mount	IMPLD-0E	Environmental smoked dome	IMP519-EBASE	5 MP environmental camera
IMPBB-EP	Environmental pendant mount	IMPLD-1E	Environmental clear dome	IMP319-EBASE	3 MP environmental camera
IMPBB-EI	Environmental in-ceiling mount			IMP219-EBASE	2 MP environmental camera
				IMP1110-EBASE	1 MP environmental camera
				IMPS110-EBASE	SD environmental camera

CERTIFICATIONS

- CE - EN 55022 (Class A), EN 50130-4, EN 60950-1
- FCC (Class A) - 47 CFR Part 15
- UL and cUL Listed - UL 60950-1, CAN/CSA-C22.2 No. 60950-1-07
- ICES-003
- KCC
- Type 4X and IP66 rated enclosure when installed properly
- QNVIF Profile S and Profile G conformant

RECOMMENDED MOUNTS

WMVE-SR Wall mount, light gray; for use with the environmental pendant mount option

OPTIONAL ACCESSORIES

POE1AT-US Single-port PoE midspan with US power cord
 POE1AT-EU Single-port PoE midspan with European power cord
 IR850M-120 Semi-covert IR illuminator with 120 m range
 WLEDM-90 White light LED illuminator with 90 m range
 IPCT01 Pelco IP camera tester¹

¹ Contact Pelco Product Support for more information about the use of the Pelco IP camera tester with cameras.

Pelco by Schneider Electric
 3500 Pelco Way, Clovis, California 93612-5699 United States
USA & Canada Tel (800) 289-9100 Fax (800) 289-9150
International Tel +1 (559) 292-1981 Fax +1 (559) 348-1120
www.pelco.com www.pelco.com/community

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WMVE Series Mounts

WALL MOUNTS, LIGHT DUTY

Product Features

- Indoor and Outdoor Installations Supported
- Durable Aluminum Mount Construction
- For Use with Sarix® Enhanced, Sarix Professional, and Camclosure® 2 Series Pendant Mounts
- Converts to Pole Mount with a PA101 Pole Mount Adapter



The WMVE-SR and WMVE-SW wall mounts can be installed directly to a wall or any vertical surface. Power and video wiring can be easily routed through the back of each mount or through the conduit access located on the bottom of the mount arm. The WMVE-SR/WMVE-SW wall mounts can be adapted to pole mount applications using the PA101 pole mount adapter.

MODEL

WMVE-SR	Light gray wall mount specifically designed for use with the IMEx19-1VP, IMEx19-1EP, IM-VEPM, IMPBB-EP, IE-P, and Camclosure 2 Series pendant mounts
WMVE-SW	White wall mount specifically designed for use with the IMEx19-1P and IMPBB-P indoor pendant mounts

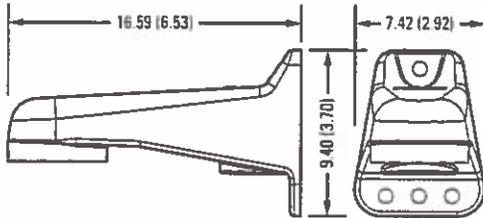
MECHANICAL

Mounting Method	Secure with 1/4-in. fasteners of appropriate type (not supplied); up to 4 fasteners can be used
Cable Entry	Through the back of the mount and one 2.5 cm (1 in.) conduit access on the bottom of the mount
Pole Mount Method	Attach to PA101 pole mount adapter bolts

GENERAL

Construction	Aluminum Finish
Finish	
WMVE-SR	Light gray polyester powder coat
WMVE-SW	White polyester powder coat
Unit Weight	1.00 lb (0.45 kg)

 VALUES IN PARENTHESES ARE INCHES; ALL OTHERS ARE CENTIMETERS. DRAWINGS AND DIMENSIONS NOT TO SCALE.



RELATED PRODUCT

PA101

Pole mount adapter for WMVE-SR/WMVE-SW mounts when used in pole mount applications. Stainless steel straps supplied. Straps fit 7.62 cm (3 in.) to 20.3 cm (8 in.) diameter pole.



Pelco by Schneider Electric
3500 Pelco Way, Clovis, California 93612-5699 United States
USA & Canada Tel: (800) 289-9100 Fax: (800) 289-9150
International Tel: +1 (559) 292-1981 Fax: +1 (559) 348-1120
www.pelco.com www.pelco.com/community

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CUBE-iT PLUS® CABINET SYSTEM

KEY FEATURES

- Swing-out cabinet body enables easy access to the rear of installed equipment.
- Rear panel is pre-punched with knockouts for 1/2", 3/4", 2-1/2" and 3" conduit, and has interior cable tie points and attachment points for accessory rack-mount brackets.
- Cabinet body includes one pair of adjustable depth 19" EIA threaded equipment mounting rails.
- Cabinet body is vented. Vents will accept an accessory fan.
- Front door has rounded edges and corners and is available solid or with a tinted window.
- The front door and the rear panel lock to provide equipment security.

APPLICATIONS

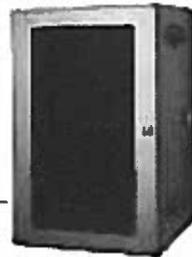
- Store and secure communications equipment — a horizontal cross connect or a consolidation point — within a telecommunications room or a public space.

USE WITH

- 45° Mounting Bracket for CUBE-iT PLUS
- 90° Mounting Bracket for CUBE-iT PLUS
- Termination Block Panel for CUBE-iT PLUS
- Vertical Mounting Bracket for CUBE-iT PLUS
- Fan Kit for CUBE-iT PLUS
- Power Strip for CUBE-iT PLUS
- Light for CUBE-iT PLUS
- Rubber Foot Kit for CUBE-iT PLUS
- Horizontal Wire Management Bar for CUBE-iT PLUS
- Vertical Cable Manager for CUBE-iT PLUS

RELATED ACCESSORIES

- Universal Horizontal Cable Managers
- Double-Sided Universal Horizontal Cable Managers
- Saf-T-Grip® Reusable Cable Management Straps
- Combination Pan Head, Pilot Point, Mounting Screws



36"H Wall-Mount CUBE-iT PLUS



72"H Wall- and Floor-Supported CUBE-iT PLUS

CUBE-iT PLUS® Cabinet System is a series of wall-mounted and floor-supported telecommunications enclosures designed to secure communications equipment for a cross connect. CUBE-iT PLUS Cabinets are copper and fiber ready and feature easy access to the front or the rear of the cabinet.

The cabinet design delivers exceptional strength and rigidity. The cabinet can be attached to the wall to swing open from the right or left. The open and close motion is smooth and the hasp used to secure the cabinet body to the rear panel assists in drawing the body components together during the locking action. Additionally, the door may be attached to open from the right or left. Door and rear panel are keyed alike.

The 5"D (130 mm) rear panel provides a space for terminating cables. The rear panel is pre-punched along the top and bottom with conduit knockouts allowing communications and power cables to be securely routed into the cabinet. Grommets are included to protect cables when conduit is not used. The interior of the rear panel has tie points for cables and attachment points for accessory equipment mounting brackets.

The main cabinet body includes a pair of adjustable depth 19" EIA threaded equipment mounting rails that can be used to support interconnect equipment and/or active components. The sides of the cabinet body are vented and will accept an accessory fan kit to increase air changes in the cabinet. The front door can be solid or have a tinted window. The edges of the front door are rounded to protect passers-by.

CUBE-iT PLUS Cabinets are available in five heights, 18 sizes. There are two basic cabinet styles. The 24"H (610 mm), 36"H (910 mm) and 48"H (1220 mm) cabinets attach directly to the wall, are UL Listed, and are available in four depths and support 200 pounds (90.7 kg) of equipment. The 60"H (1520 mm) and 72"H (1830 mm) cabinets attach directly to the wall and are floor-supported by a wheeled base under the main cabinet body (adds approximately 6" (150 mm) to overall height). The 60"H (1520 mm) and 72"H (1830 mm) cabinets are available in three depths and support 1,000 pounds (453.6 kg) of equipment.

See inside for product selection. Contact CPI for configuration assistance.

US & Canada
+1-800-834-4969
Toronto, Ontario, Canada
+905-850-7770
chatsworth.com

Latin America
+52-55-5203-7525
Toll Free within Mexico
01-800-01-7592
chatsworth.com.co

Europe
+44-1628-524-834
chatsworthproducts.co.uk

Middle East & Africa
Dubai, UAE
+971-4-2602125
chatsworth.ae

Asia Pacific
+86 21 6880-0266
chatsworth.com.cn

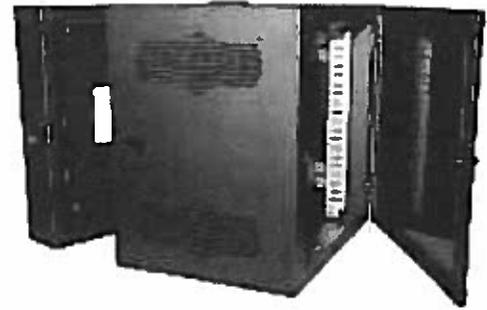
SPECIFICATIONS

24"H (610 mm), 36"H (910 mm), 48"H (1220 mm) CUBE-iT PLUS

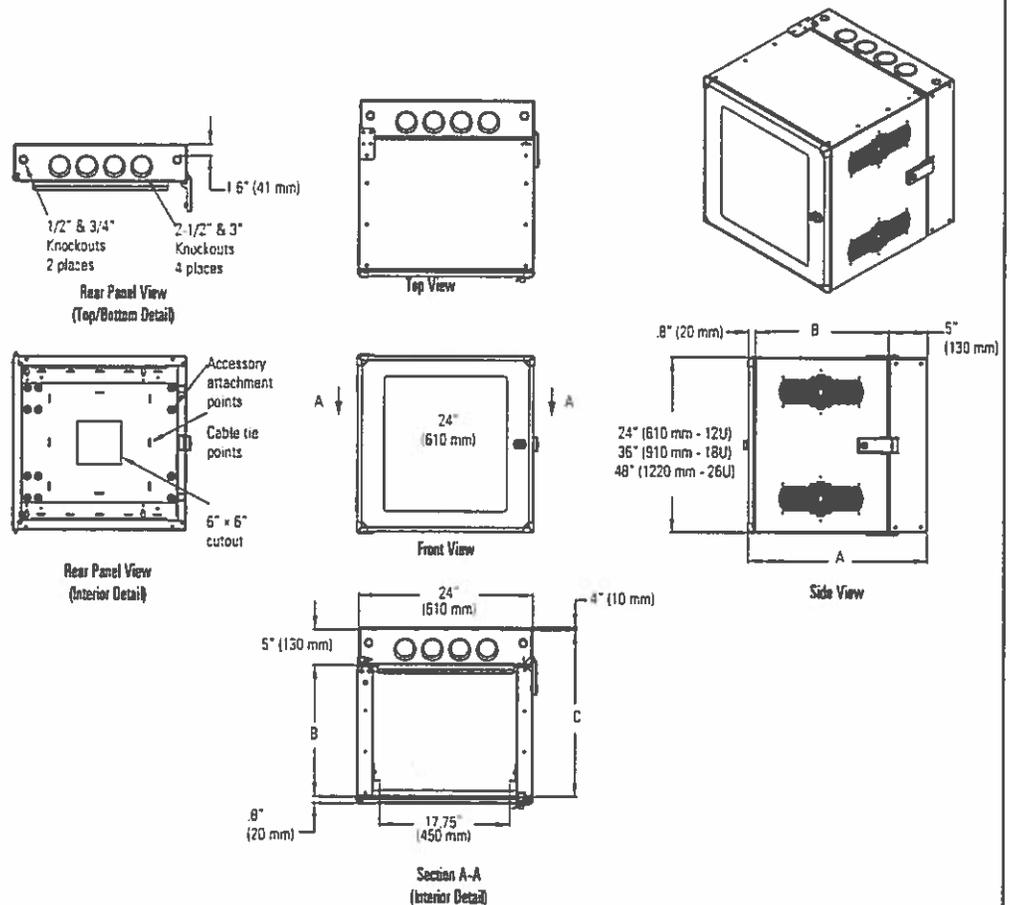
- Wall-mount enclosure with lockable front door and swing-out rear access to equipment
- Patented hinge design allows the installer to remove the rear panel for easier installation on the wall
- For indoor use only, in environmentally controlled areas; may not be used outdoors, in harsh environments, or in air-handling spaces
- Available sizes:
 Heights: 24" (610 mm), 36" (910 mm), 48" (1220 mm)
 Widths: 24" (610 mm); 19" EIA rack-mount
 Depths: 13" (330 mm), 18" (460 mm), 24" (610 mm), 30" (760 mm)
- Usable interior space:
 Heights: 12 RMU, 18 RMU, 26 RMU
 Widths: 19" EIA rack-mount
 Depths: refer to dimensions, at right
- Cable access:
 (4) 1/2" or 3/4" knockouts, 2 top/2 bottom
 (8) 2-1/2" or 3" knockouts, 4 top/4 bottom
 (4) Edge-protection grommets are included for 3" knockouts
- Cable fill:
 Refer to TIA-569-B and NEC for conduit fills
 Estimated cable pass through at 3" knock-through edge-protection grommet:

Cat 5e (.220" OD)	Cat 6 (.275" OD)	Cat 6A (.350" OD)
38	25	15

- Equipment support:
 1 pair L-shaped equipment mounting rails in the main cabinet body
 - 19"W, EIA-310-D compliant
 - Universal hole pattern, 5/8"-5/8"-1/2" vertical hole spacing
 - Threaded #12-24 equipment mounting holes
 - Depth-adjustable (bolted in place) 5"D (130 mm) rear panel punched to accept accessory equipment mounting brackets, see dimensions at right, accessories on back page Includes 50 each #12-24 equipment mounting screws
- Vertical cable management:
 Cable lacing points on the side of equipment mounting rails
- Load capacity:
 200 pounds (90.7 kg) of equipment, open or closed
- Certifications:
 EIA-310-D compliant
 UL Listed, NWIN with UL60950
- Material:
 Steel sheet cabinet body, rear panel and door
 Door window is bronze acrylic sheet
 Equipment mounting rails are aluminum sheet
- Construction:
 Riveted & Bolted
- Finish:
 Epoxy-polyester hybrid powder coat paint
 Black or computer white



DIMENSIONS



Depth		
Overall A	Cabinet Body B	Max. Equipment C
13" (330 mm)	7.2" (183 mm)	11.8" (300 mm)
18" (460 mm)	12.2" (310 mm)	16.8" (427 mm)
24" (610 mm)	18.2" (462 mm)	22.8" (579 mm)
30" (760 mm)	24.2" (615 mm)	28.8" (732 mm)

ORDERING INFORMATION

24"H (610 mm), 36"H (910 mm), 48"H (1220 mm) CUBE-IT PLUS Cabinets

- Attaches to the wall with included installation hardware
- Supports 200 pounds of equipment

24"H (610 mm) CUBE-IT PLUS Cabinets				
Part Number & Color		Door Style	Depth	Shipping Weight
White	Black			
13265-224	13265-724	Solid	13" (330 mm)	70 lb (31.8 kg)
13275-224	13275-724	Tinted	13" (330 mm)	67 lb (30.4 kg)
11890-224	11890-724	Solid	18" (460 mm)	78 lb (35.4 kg)
11901-224	11901-724	Tinted	18" (460 mm)	75 lb (34.0 kg)
11840-224	11840-724	Solid	24" (610 mm)	87 lb (39.5 kg)
11900-224	11900-724	Tinted	24" (610 mm)	84 lb (38.1 kg)
11996-224	11996-724	Solid	30" (760 mm)	97 lb (44.0 kg)
12419-224	12419-724	Tinted	30" (760 mm)	94 lb (42.6 kg)

Extra Mounting Rails, 1 Pair

12787-524	L-shaped, threaded, 12 RMU	3 lb (1.4 kg)
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Floor-Mount Foot Kit

13483-001	Foot Kit, 24"D (610 mm) & 30"D (760 mm) Cabinets Only	2 lb (0.9 kg)
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36"H (910 mm) CUBE-IT PLUS Cabinets

36"H (910 mm) CUBE-IT PLUS Cabinets				
Part Number & Color		Door Style	Depth	Shipping Weight
White	Black			
13265-236	13265-736	Solid	13" (330 mm)	89 lb (40.4 kg)
13275-236	13275-736	Tinted	13" (330 mm)	83 lb (37.6 kg)
11890-236	11890-736	Solid	18" (460 mm)	99 lb (44.9 kg)
11901-236	11901-736	Tinted	18" (460 mm)	93 lb (42.2 kg)
11840-236	11840-736	Solid	24" (610 mm)	111 lb (50.3 kg)
11900-236	11900-736	Tinted	24" (610 mm)	105 lb (47.6 kg)
11996-236	11996-736	Solid	30" (760 mm)	124 lb (56.2 kg)
12419-236	12419-736	Tinted	30" (760 mm)	118 lb (53.5 kg)

Extra Mounting Rails, 1 Pair

12787-536	L-shaped, threaded, 18 RMU	4 lb (1.4 kg)
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Floor-Mount Foot Kit

13483-001	Foot Kit, 24"D (610 mm) & 30"D (760 mm) Cabinets Only	2 lb (0.9 kg)
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48"H (1220 mm) CUBE-IT PLUS Cabinets

48"H (1220 mm) CUBE-IT PLUS Cabinets				
Part Number & Color		Door Style	Depth	Shipping Weight
White	Black			
13265-248	13265-748	Solid	13" (330 mm)	108 lb (49.0 kg)
13275-248	13275-748	Tinted	13" (330 mm)	101 lb (45.8 kg)
11890-248	11890-748	Solid	18" (460 mm)	121 lb (54.9 kg)
11901-248	11901-748	Tinted	18" (460 mm)	114 lb (51.7 kg)
11840-248	11840-748	Solid	24" (610 mm)	135 lb (61.2 kg)
11900-248	11900-748	Tinted	24" (610 mm)	128 lb (58.1 kg)
11996-248	11996-748	Solid	30" (760 mm)	151 lb (68.5 kg)
12419-248	12419-748	Tinted	30" (760 mm)	143 lb (64.9 kg)

Extra Mounting Rails, 1 Pair

12787-548	L-shaped, threaded, 26 RMU	5 lb (2.3 kg)
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Floor-Mount Foot Kit

13483-001	Foot Kit, 24"D (610 mm) & 30"D (760 mm) Cabinets Only	2 lb (0.9 kg)
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Note: Floor-Mount Foot Kit allows the front door and rear panel of the cabinet to open when it is placed on the floor, a shelf or table surface (not attached to a wall). Attaches under the 24"D or 30"D cabinets only.

Note: Refer to page 2 for details on these cabinets.

60"H (1520 mm), 72"H (1830 mm) CUBE-IT PLUS Cabinets

- Attaches to the wall with included installation hardware
- Cabinet body is supported by a wheeled base, adds 6" (150 mm) to height
- Supports 1,000 pounds of equipment

60"H (1520 mm) CUBE-IT PLUS Cabinets				
Part Number & Color		Door Style	Depth	Shipping Weight
White	Black			
13491-260	13491-760	Solid	18" (460 mm)	201 lb (91.2 kg)
13494-260	13494-760	Tinted	18" (460 mm)	192 lb (87.1 kg)
13492-260	13492-760	Solid	24" (610 mm)	221 lb (100.2 kg)
13495-260	13495-760	Tinted	24" (610 mm)	212 lb (96.2 kg)
13493-260	13493-760	Solid	30" (760 mm)	246 lb (111.6 kg)
13496-260	13496-760	Tinted	30" (760 mm)	236 lb (107.0 kg)

Extra Mounting Rails, 1 Pair

13276-260	13276-760	L-shaped, 33 RMU	12 lb (5.4 kg)
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72"H (1830 mm) CUBE-IT PLUS Cabinets

72"H (1830 mm) CUBE-IT PLUS Cabinets				
Part Number & Color		Door Style	Depth	Shipping Weight
White	Black			
13491-272	13491-772	Solid	18" (460 mm)	224 lb (101.6 kg)
13494-272	13494-772	Tinted	18" (460 mm)	212 lb (96.2 kg)
13492-272	13492-772	Solid	24" (610 mm)	247 lb (112.0 kg)
13495-272	13495-772	Tinted	24" (610 mm)	235 lb (106.6 kg)
13493-272	13493-772	Solid	30" (760 mm)	274 lb (124.3 kg)
13496-272	13496-772	Tinted	30" (760 mm)	262 lb (118.3 kg)

Extra Mounting Rails, 1 Pair

13276-272	13276-772	L-shaped, 40 RMU	14 lb (6.4 kg)
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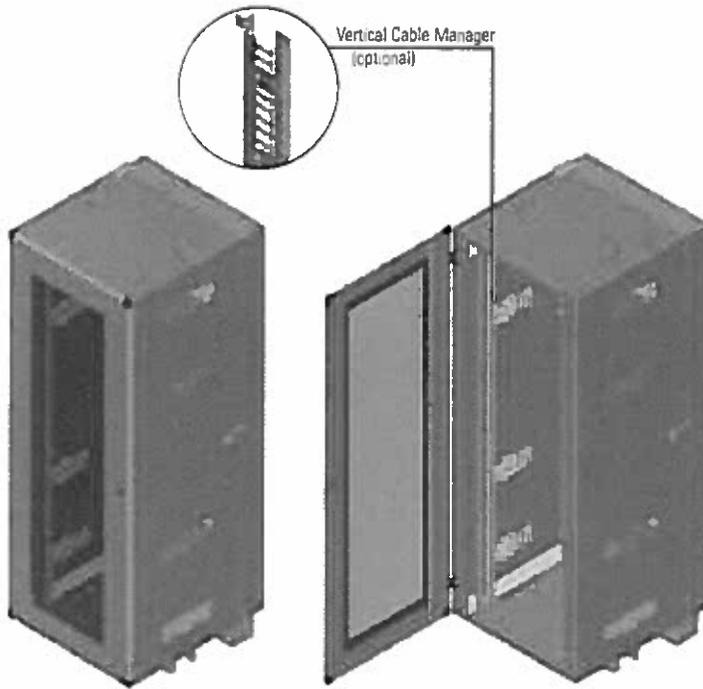
Vertical Cable Manager

- Use in 60"H (1520 mm) and 72"H (1830 mm) cabinets only
- Openings align with RMU spaces, fingers manage patch cords
- 2.7"W x 5"D (69 mm x 130 mm) usable interior space
- Adjusts front-to-rear within the cabinet
- Managers must be installed before rack-mount equipment



Vertical Cable Manager		
Part Number	Description	Shipping Weight
13485-760	Cable Manager for 60"H (1520 mm) Cabinet, Black	9 lb (4.1 kg)
13485-772	Cable Manager for 72"H (1830 mm) Cabinet, Black	10 lb (4.5 kg)

Note: Refer to page 4 for details on these cabinets.



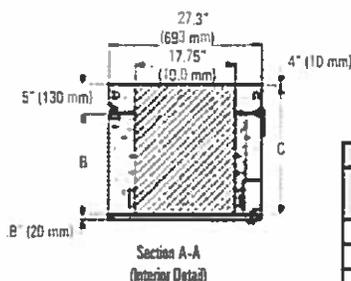
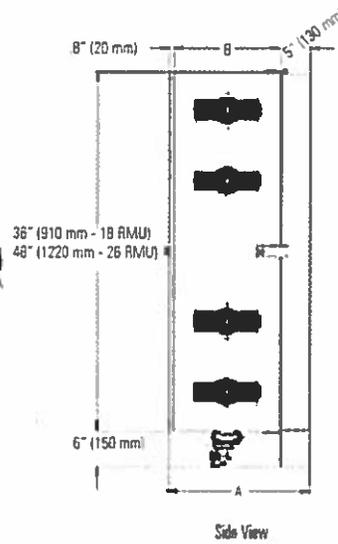
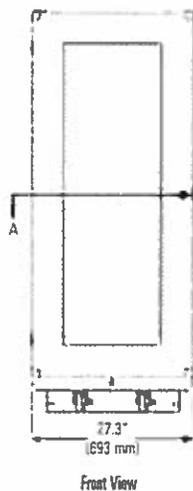
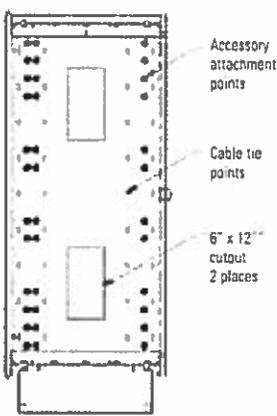
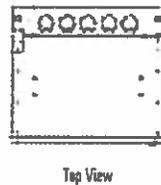
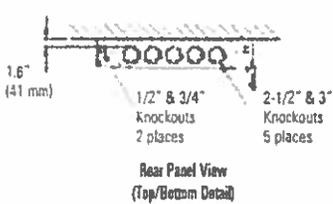
SPECIFICATIONS

60" H (1520 mm), 72" H (1830 mm) CUBE-iT Plus Cabinets

- Wall-mounted, floor-supported enclosure with lockable front door and swing-out rear access to equipment — the cabinet body is supported on the floor by an attached wheeled base
- For indoor use only, in environmentally controlled areas; may not be used outdoors, in harsh environments, or in air-handling spaces
- Available sizes:
 Heights: 60" (1520 mm), 72" (1830 mm)
 Widths: 27.3" (693 mm), 19" EIA rack-mount
 Depths: 18" (460 mm), 24" (610 mm), 30" (760 mm)
 Wheeled base adds approximately 6" to height
- Usable interior space:
 Heights: 33 RMU, 40 RMU
 Widths: 19" EIA rack-mount
 Depths: refer to dimensions, at left
- Cable access:
 (4) 1/2" or 3/4" knockouts, 2 top/2 bottom
 (10) 2-1/2" or 3" knockouts, 5 top/5 bottom
 (5) Edge-protection grommets are included for 3" knockouts
- Cable fill limits:
 Refer to TIA-569-B and NEC for conduit fills
 Estimated cable pass through at 3" knockout through edge-protection grommet:

Cat 5e (.220" OD)	Cat 6 (.275" OD)	Cat 6A (.350" OD)
38	25	15

DIMENSIONS



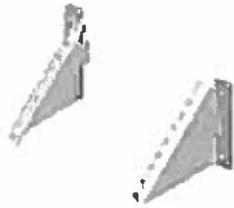
Depth		
Overall A	Cabinet Body B	Max. Equipment C
18" (460 mm)	12.2" (310 mm)	16.8" (427 mm)
24" (610 mm)	18.2" (462 mm)	22.8" (579 mm)
30" (760 mm)	24.2" (615 mm)	28.8" (732 mm)

- Vertical cable management:
 Integrated cable management space on both sides of the cabinet
 Support two vertical cable managers (sold as accessories) per side in 24"D (610 mm) and 30"D (760 mm) cabinets and one cable manager for 18"D (460 mm) cabinets
- Equipment support:
 1 pair C-shaped, 3"D (80 mm) equipment mounting channels in the main cabinet body
 - Front and rear equipment mounting
 - 19"W, EIA-310-D compliant
 - Universal hole pattern, 5/8"-5/8"-1/2" vertical hole spacing
 - Threaded #12-24 equipment mounting holes
 - RMU marked and numbered equipment mounting rails
 - Depth-adjustable (sliding, on support)
 - Marked support for easy vertical and depth alignment
 5"D (130 mm) rear panel punched to accept accessory equipment mounting brackets. see dimensions at left, accessories on back page
 Includes 50 each #12-24 equipment mounting screws
- Load capacity:
 1,000 pounds (453.6 kg) of equipment, open or closed
- Certifications:
 EIA-310-D compliant
- Material:
 Steel sheet cabinet body, rear panel and door
 Door window is bronze acrylic sheet
 Equipment mounting rails are aluminum extrusion
- Construction:
 Welded, riveted & bolted
- Finish:
 Epoxy-polyester powder coat paint
 Black or computer white

ACCESSORIES

45° Mounting Bracket

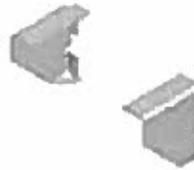
- Attaches to rear panel on CUBE-IT PLUS Cabinet
- Creates a 19" EIA x 3U rack-mount space for patch panels



45° Mounting Bracket		
Part Number	Description	Shipping Weight
12796-501	3 RMU, 1 Pair, Clear	3 lb (1.4 kg)

90° Mounting Bracket

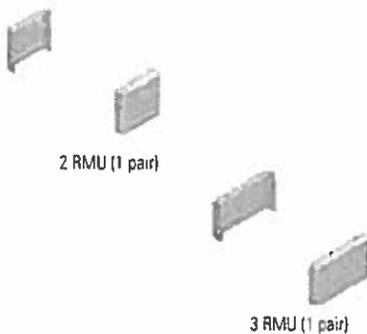
- Attaches to rear panel on CUBE-IT PLUS Cabinet
- Creates a 19" EIA x 2 RMU vertical rack-mount space



90° Mounting Bracket		
Part Number	Description	Shipping Weight
13285-501	2 RMU, 1 Pair, Clear	3 lb (1.4 kg)

Vertical Mounting Bracket

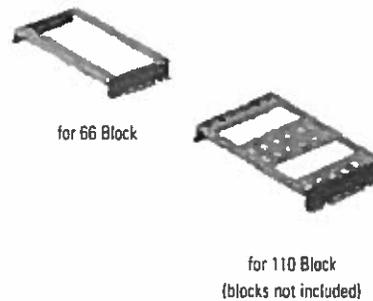
- Attaches to the equipment mounting rail in CUBE-IT PLUS Cabinet
- Creates a 19" EIA x 2 RMU or 19" EIA x 3 RMU vertical rack-mount space
- Supports 75 pounds (34 kg) of equipment



Vertical Mounting Bracket		
Part Number	Description	Shipping Weight
13286-501	2 RMU, 1 Pair, Clear	3 lb (1.4 kg)
13286-502	3 RMU, 1 Pair, Clear	3 lb (1.4 kg)

Termination Block Panel

- Attaches to rear panel on CUBE-IT PLUS Cabinet
- Supports (6) 110D-style 100-pair blocks or (4) 66-style blocks / H89D brackets



Termination Block Panel		
Part Number	Description	Shipping Weight
13287-501	19"W x 11.5"H, 66 Block, Clear	4 lb (1.8 kg)
13288-501	19"W x 11.5"H, 110 Block, Clear	4 lb (1.8 kg)

Equipment Support Brackets

- Supports equipment weighing up to 60 lbs (27.2 kg)
- Made of Strong, lightweight aluminum
- Overall depth is 13" (330 mm); chassis support lip is 1.5" W (38 mm)
- Fits all EIA Standard, hole-patterned equipment mounting rails
- Eliminates equipment sag caused by cantilevered mounting
- For sizes 24" (610 mm) deep and greater



45° Mounting Bracket		
Part Number	Description	Shipping Weight
12312-X01	Sold in Pairs	2 lb (0.9 kg)

ACCESSORIES

Fan Kit

- Attaches over the vents in the side of CUBE-IT PLUS Cabinet
- Fan draws air into the cabinet, pressurizing the cabinet and forcing warm air out of the side vents
- 115 VAC Fan with 5'L (1.5 m) attached power cord and NEMA 5-15 plug
- Optional Fan Kit
- UL Recognized



Fan & Filter Kits		
Part Number	Description	Shipping Weight
12804-701	Fan Kit, 115 VAC, 100 CFM	4 lb (1.8 kg)
12804-702	Fan Kit, 230 VAC, 100 CFM	4 lb (1.8 kg)
12805-201	Filter Kit, White	4 lb (1.8 kg)
12805-701	Filter Kit, Black	4 lb (1.8 kg)
12806-001	Filters, Box of 6	1 lb (0.5 kg)

Power Strip

- Attaches to the bottom, top or side of CUBE-IT PLUS Cabinet
- 115 VAC 15 Amp or 20 Amp, 8 or 6 outlets, IEC C20 inlet, detachable power cord and circuit breaker
- Optional surge-protection, includes power cord, select straight or locking plug style
- UL Listed



Part Number	Input			Output		Dims - in (mm)		
	Amp	kW	Plug	Breakers	Outlets	H	W	D
110-125 Volt, Single-Phase Power Strip								
12820-701	15	1.4	NEMA 5-15P	1 x 15A	(8) 5-15R	19.2 (488)	1.8 (44)	2.7 (68)
12820-702	15	1.4	NEMA L5-15P	1 x 15A	(8) 5-15R	19.2 (488)	1.8 (44)	2.7 (68)
12820-705	20	1.9	NEMA 5-20P	1 x 20A	(8) 5-20R	19.2 (488)	1.8 (44)	2.7 (68)
12820-706	20	1.9	NEMA L5-20P	1 x 20A	(8) 5-20R	19.2 (488)	1.8 (44)	2.7 (68)
110-125 Volt, Single-Phase Power Strip, Surge-Protected								
12820-703	15	1.4	NEMA 5-15P	1 x 15A	(6) 5-15R	19.2 (488)	1.8 (44)	2.7 (68)
12820-704	15	1.4	NEMA L5-15P	1 x 15A	(6) 5-15R	19.2 (488)	1.8 (44)	2.7 (68)
12820-707	20	1.9	NEMA 5-20P	1 x 20A	(6) 5-20R	19.2 (488)	1.8 (44)	2.7 (68)
12820-708	20	1.9	NEMA L5-20P	1 x 20A	(6) 5-20R	19.2 (488)	1.8 (44)	2.7 (68)

Interior Light

- Attaches to the bottom, top or side of CUBE-IT PLUS Cabinet
- 8 Watt fluorescent light with on/off switch
- 115 VAC with 6' (1.8 m) attached power cord and NEMA 5-15P plug
- 1 RMU rack-mount version also available



Interior Light		
Part Number	Description	Shipping Weight
12803-701	Light	3 lb (1.4 kg)

Horizontal Wire Management Bar

- Attaches to the rear of the equipment mounting rail in CUBE-IT PLUS Cabinet
- Secure premise cables after termination on patch panels
- Includes mounting hardware and 12 cable ties



Horizontal Wire Management Bar		
Part Number	Description	Shipping Weight
11837-201	White	2 lb (0.9 kg)
11837-701	Black	2 lb (0.9 kg)

SMCGS50P-Smart

EZ Switch™ 10/100/1000 48-Port Gigabit Web Managed PoE Smart Switch with 2 100/1000BASE-X SFP Uplink Slots



Product Overview

SMC Network's EZ Switch™ SMCGS50P-Smart is a new 50-port Gigabit Ethernet Smart Switch providing 48 Gigabit PoE ports and 2 100/1000BASE-X SFP slots. The switch supports a flexible web-based management interface as well as SNMP for both IPv4 and IPv6. The new SMCGS50P provides a range of feature-rich functions, including VLANs, Spanning Tree, link aggregation, multicasting, security, storm control, and QoS with 8 priority queues. Ideal for users looking to migrate from unmanaged to managed networks, this Smart Switch is easy to install and is perfect for SMB and SOHO businesses.

Key Features and Benefits

Performance and Scalability

This entry-level managed switch provides 100 Gbps wire-speed switching performance across all 50 ports. This enables the switch to fully support existing high-performance PCs and laptops, which significantly improves application response times and the speed of large file transfers.

The two Gigabit Ethernet 100/1000BASE-X SFP slots provide uplink flexibility, offering extended fiber connections to the network backbone.

Feature-Rich Functionality

VLAN features support flexible network partition and configuration, performance improvement, and cost savings.

IGMP snooping prevents flooding of IP multicast traffic and limits bandwidth-intensive video traffic to only the subscribers.

Storm control monitors the amount of storm traffic that is sent each second on an interface. It allows the administrator to specify how much storm traffic can be sent as a percentage of the total bandwidth of an interface.

Continuous Availability

IEEE 802.1w Rapid Spanning Tree Protocol provides a loop-free network and redundant links to the core network with rapid convergence, ensuring faster recovery from failed links, and enhancing overall network stability and reliability.

IEEE 802.3ad Link Aggregation Control Protocol (LACP) increases bandwidth by automatically aggregating several physical links together as a logical trunk and providing load balancing and fault tolerance for uplink connections.

Comprehensive QoS

Support for eight egress queues per port enables differentiated management of up to eight traffic types. Traffic is prioritized according to 802.1p, DSCP, and TCP/UDP port number, giving optimal performance to real-time applications such as voice and video. Asymmetric bidirectional rate-limiting, per port or per traffic class, preserves network bandwidth and allows maximum control of network resources.

Enhanced Security

Port Security limits the total number of devices that can access a switch port based on MAC address, and protects against MAC flooding attacks. IEEE 802.1X port-based or MAC-based access control ensures all users are authorized before being granted access to the network. User authentication is carried out using a standards-based RADIUS server, with support for dynamic VLAN assignment.

Simple Management

An embedded user-friendly web interface helps users quickly and simply configure switches. SNMP v1/v2 is supported for management by a network management station. The switch supports management functions over both IPv4 and IPv6. Cable diagnostics identifies cable faults (such as short, open, etc.) and feeds back a distance to the fault. LLDP (Link Layer Discovery Protocol) enables administrators to monitor devices attached to switch ports.

PoE Features

The SMCGS50P-Smart can provide up to 30 Watts of power to attached devices, such as VoIP phones, wireless access points, surveillance cameras, etc. all over existing Cat. 5 cables. The switch can deliver up to 30 Watts on 12 ports, 15.4 Watts on 24 ports, or 7.5 Watts on 48 ports. This eliminates the need for individual power sources for devices in the network, saving on costs for power cables and avoiding power outlet availability issues. If the power demand exceeds the switch's maximum power budget, ports can be prioritized to receive power.

Features

Physical Ports

- 48 10/100/1000BASE-T RJ-45 PoE ports
- 2 Gigabit Ethernet SFP Uplink slots
(SFP ports support dual speed 100/1000BASE-X)

Performance

- Switching Capability: 100 Gbps
- Packet Buffer Size: 512KB
- MAC Address Table: 8K
- Flash: 16MB

L2 Features

Auto-negotiation for port speed and duplex mode

Flow Control:

- IEEE 802.3x for full-duplex mode
- Back-Pressure for half-duplex mode

Spanning Tree Protocol:

- IEEE 802.1D Spanning Tree Protocol (STP)
- IEEE 802.1w Rapid Spanning Tree Protocol (RSTP)
- STP Auto Edge

VLANs:

- Supports 4K IEEE 802.1Q VLANs
- Port-based VLANs
- Voice VLAN
- Private VLAN

Link Aggregation:

- Static Trunk
- IEEE 802.3ad Link Aggregation Control Protocol
- Trunk groups: 25 trunk links: Up to 12 ports

IGMP Snooping:

- IGMP snooping v1/v2/v3
- IGMP immediate leave
- Supports jumbo frames up to 10 KB

IEEE 802.3at Power over Ethernet (PoE)

- Maximum output power per port up to 30 W
- Maximum PoE power budget 525 W
- Data-pairs mode
- Voltage: Maximum current: 4.0A~8.0A
- Provides power on all 48 copper ports
- Power on/off command for each port
- LED indicators for power status per port

QoS Feature

- Priority Queues: 8 hardware queues per port
- Traffic classification based on IEEE 802.1p CoS, DSCP,
- Supports WRR, Strict scheduling, or hybrid mode
- Rate Limiting
 - Ingress: Resolution 16 Kbps
 - Egress: Resolution 16 Kbps

Security

- Port Security: Static and dynamic
- Supports IEEE 802.1X port based and MAC-based
- EAPOL transparent
- MAC authentication
- Web authentication
- HTTPS/SSL
- SSH v1.5/v2.0
- MAC Filter/IP Filter
- DHCP Snooping

Management

Switch Management:

- Web management
- SNMP v1/v2/v3

Firmware and Configuration: Upgrade via TFTP/HTTP

Supports DHCP Client

Supports LLDP (802.1ab) and LLDP-MED

RMON (groups 1, 2, 3, and 9)

Port mirroring: one to one and many to one

Event log: Local flash, syslog, remote server (RFC3164) and SMTP (RFC821)

SNTP (IPv4/IPv6)

Loop detection and prevention

UPnP

Cable diagnostics

IPv6 management:

- IPv4/IPv6 dual protocol stack
- IPv6 address types: Unicast/multicast
- IPv6 Ping/tracert
- ICMPv6 and ICMPv6 redirect
- IPv6 neighbor discovery
- IPv6 stateless auto config/manual config
- IPv6 Telnet/SNMP/HTTP/DHCP

Contact



Edge-Core Networks Corporation

Worldwide Corporate and Sales Headquarters

No. 1 Creation Road III,

Hsinchu Science Park,

30077, Taiwan, R.O.C.

Tel: +886 3 5638888 Fax: +886 3 6686111



Singapore

1 Coleman Street

#07-09, The Adelphi

Singapore 179803

Tel: 65-63387667 Fax: 65-63387767

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Features

Mechanical

Dimensions (W x D x H): 44 x 35 x 4.45 cm
(17.3 x 13.7 x 1.75 in.)

Weight: 5.19 kg (11.44 lb)

LED Indicators: Port, Uplink, System, Diagnostic

Power Supply

AC Power

- 100 to 240 V, 50-60 Hz, 4.0A~8.0A

Power Supply

- Internal, auto-ranging transformer: 100 to 240 VAC, 47 to 63 Hz

Power Consumption

- 500 Watts for PoE Power and 25 Watts for System Power

Electromagnetic Compatibility

CE Mark

FCC Class A

EN 55022 (CISRP 22) Class A

EN 61000-3-2/3

Environmental Specification

Temperature:

- 0°C to 50°C (32 °F to 122 °F) standard operating
- -40°C to 70°C (-40 °F to 158 °F) non-operating

Humidity: 10% to 90% (non-condensing)

Vibration: IEC 68-2-36, IEC 68-2-6

Shock: IEC 68-2-29

Drop: IEC 68-2-32

Safety

CSA (CSA 22.2 NO 60950-1 & UL 60950-1)

CB (IEC/EN60950-1)

Warranty

Please check www.smc.com for the warranty terms in your country.

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Contact



Edge-Core Networks Corporation

Worldwide Corporate and Sales Headquarters

No. 1 Creation Road III,

Hsinchu Science Park,

30077, Taiwan, R.O.C.

Tel: +886 3 5638888 Fax: +886 3 6686111

Singapore

1 Coleman Street

#07-09, The Adelphi

Singapore 179803

Tel: 65-63387667 Fax: 65-63387767

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**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.t
Date: April 5, 2016
Subject: North Whidbey Sportsmen's
Association Range Agreement -
Oak Harbor Police Department

FROM: Chief of Police Ed Green

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Staff requests that the City Council review the agreement and authorize the Mayor to sign it.

BACKGROUND / SUMMARY INFORMATION

The North Whidbey Sportsmen's Association (NWSA) and the Oak Harbor Police Department have been working with an old agreement (2010) for use of the firearms range to conduct law enforcement training. The agreement had no expiration date, set an inadequate rate fee of \$850.00 (annually), and did not allow for training outside of the designated times outlined in the agreement.

By mutual agreement both parties agreed to enter into negotiation with the idea of updating the agreement, placing an expiration date on it, establishing a more conducive system for range reservation for training, and to pay a more appropriate amount for range usage.

This agreement represents several months of discussions allowing the Oak Harbor Police Department to continue to use the range for its necessary training, while compensating the NWSA at a more appropriate level (\$1,500.00 annually). It allows is an annual, agreement (January 1 - December 31), allowing both parties to update it as needed at the first of each year.

LEGAL AUTHORITY

FISCAL IMPACT

Budgeted Annual Expense:

\$1,500.00

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [2016 North Whidbey Sportsmen's Association Range Use Agreement](#)

RANGE USE AGREEMENT BETWEEN
NORTH WHIDBEY SPORTSMEN'S ASSOCIATION
AND
THE CITY OF OAK HARBOR

NORTH WHIDBEY SPORTSMEN'S ASSOCIATION, a Washington non-profit corporation, hereinafter referred to as "NWSA", whose principal location is 886 Gun Club Road, Oak Harbor, Washington 98277, and THE CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as "CITY", whose local address is 865 SE Barrington Drive, Oak Harbor, Washington 98277, hereby enter into an agreement for the use of the NWSA Range(s) by the OAK HARBOR POLICE DEPARTMENT, hereinafter referred to as "OHPD", for the purposes of providing firearms training/qualification to designated personnel.

IT IS MUTUALLY AGREED as follows:

A. Responsibilities.

1. NWSA Shall:

- a. Upon request by OHPD, and if not otherwise scheduled, make available one Pistol Range Bay and/or the Rifle Range Bay, hereinafter referred to individually or collectively as the "Range", at such time(s) and under such conditions as are hereinafter set forth. The Clubhouse may be made available on an as needed request under separate rental contract.
- b. Maintain the facilities in a way that provides a safe environment for their intended use.
- c. Designate and report to the OHPD Chief of Police a primary, and an alternate, point of contact, hereinafter referred to as "NWSA POC", for all communication/coordination/approval of OHPD activities at the NWSA facility.

2. OHPD shall:

- a. Provide the Board via the NWSA POC a contact name to verify OHPD personnel utilizing the Range.
- b. Provide all targets, target standards, barricades and/or other props, ammunition and other materials/equipment necessary for their use of the Range. Use of any NWSA materials/equipment may be arranged on an as needed basis at additional cost.

While storage of said OHPD materials, less ammunition, may be on NWSA property with NWSA approval, the lock(s) shall be provided and

maintained by OHPD with a key and/or combination provided to the NWSA POC. If storage area is provided by NWSA, it is with the understanding that all Law Enforcement Agencies under contract with NWSA shall have access to said storage area. All Law Enforcement Agencies shall keep said storage area clean.

3. CITY Shall:

- a. Assume responsibility and liability for safety on the Range during any period of use by OHPD.
- b. Protect, defend, indemnify, and hold harmless NWSA and its authorized agents and employees, from all claims for bodily or personal injury, property damage, costs, and expenses of any nature whatsoever arising out of, or in connection with OHPD's use of the Range, except for those arising out of the negligence of NWSA.
- c. Be responsible for the conduct of employees of OHPD while on NWSA property during use periods.
- d. Designate and report to the NWSA Board of Trustees, hereinafter referred to as the "Board", the name of a qualified individual, and an alternate, who shall act as the supervisor/coordinator/point of contact, hereinafter referred to as "OHPD POC", for all OHPD activities at the Range. This individual shall be the person with whom the Board will work in connection with on day-to-day matters of the Range use, and who will be present and in direct charge during all actual Range use.
- e. Report all accidents involving OHPD personnel on NWSA property immediately to the Board via the NWSA POC.

B. Use of the Range(s).

1. During the term of this Agreement, OHPD shall be entitled to schedule and utilize the Range designated herein in undivided blocks of time, up to 8 hours per day, to be scheduled Mondays, Wednesdays, and Thursdays, (hereinafter "Block" or "Blocks") during the normal operating hours of NWSA, excluding holidays.
 - a. All 8-hour (or less) blocks shall be scheduled on a monthly basis in advance by OHPD's submission of a written request to the Board for review and approval. Written requests must be received by the Board no later than close of business on the third Wednesday of the month that immediately precedes the month of scheduled use (i.e., the third Wednesday of April for use in May).

- b. Any Monday, Wednesday, or Thursday where a block of time is not scheduled by OHPD, the Range designated herein shall be unrestricted for use by any NWSA member per NWSA rules.
 - c. NWSA shall review, approve and confirm in writing OHPD's requested 8-hour or less blocks within two (2) business days following a regular NWSA Board meeting held on the third Wednesday of each month. No requests shall be unreasonably withheld.
 2. OHPD shall remove all OHPD generated trash from NWSA property. Only expended brass shell casings may remain, and if not removed by OHPD personnel, all expended brass shell casings must be placed in NWSA provided containers. Steel, aluminum and/or other alloy casings must be removed by OHPD after each scheduled use of the range.
 3. OHPD shall limit Range usage to official use only. Non-scheduled use of the Range by OHPD shall be on Mondays, Wednesdays, and Thursdays only, between the hours of 1000 and 1400. This use shall be limited to: gun maintenance repairs; forensic testing; and individualized training. No personal usage is authorized unless said OHPD personnel are also recognized members of NWSA.
 4. OHPD shall ensure OHPD personnel wear their badges, in lieu of an official NWSA membership card, in a plainly visible manner at all times while on NWSA property. The OHPD POC may request deviation from this requirement under special circumstances and on a case by case basis.
 5. NWSA shall provide, and OHPD shall display, a "RANGE CLOSED" sign to be used during their approved training/qualification Blocks.
- C. Term. The term of this agreement shall be continuous for twelve (12) months commencing January 1, 2016 until December 31, 2016. This agreement may be amended at any time by mutual agreement of both parties, and may be terminated by either party upon sixty (60) days written notice to the other party.
- D. Fees.
 1. CITY shall pay a fee of One Thousand Five Hundred dollars and no Cents (\$1,500.00) per year for the use of the range as herein described.
 2. Payment shall be due on or before March 31st of each year the contract is in place.
 3. NWSA agrees to mail an invoice to the City of Oak Harbor Police Department thirty (30) days or more prior to the due date.

- E. Relationship of the Parties. No agent, employee, servant, or representative of CITY and OHPD shall be deemed to be an agent, employee, servant, or representative of NWSA for any purpose. CITY and OHPD will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or subcontractors, or otherwise, in performance of this agreement.
- F. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements of the Agreement or to exercise any option herein conferred in any one or more instance shall not be construed to be a waiver of relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.
- G. Extent of Agreement. The Agreement contains all the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or in writing, regarding the subject matter of this Agreement.
- H. Modification. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing, executed by both parties.
- I. Venue Stipulation. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Furthermore, venue for any cause of action arising out of this agreement shall be in the Island County Superior Court.
- J. Severability. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be invalid, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the Agreement did not contain the particular invalid part. If it should appear that any provision herein is in conflict with any statutory provision of the State of Washington, said provision shall be deemed inoperative and void insofar as it may be in conflict therewith, and shall be modified to conform to such statutory provision.
- K. Attorneys Fees. In any action brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorney's fees incurred.
- L. Authority. Each individual executing this Agreement on behalf of a party represents and warrants that such individuals are duly authorized to execute and deliver this Agreement.

NORTH WHIDBEY SPORTSMEN'S
ASSOCIATION

Dated: _____

Michael Schmit, President

CITY OF OAK HARBOR

Dated: _____

Robert Severns, Mayor

ATTEST:

Anna Thompson, City Clerk

APPROVED AS TO FORM:

Nikki Esparza, City Attorney

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City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.u
Date: April 5, 2016
Subject: F-Dock Breakwater Repair -
Professional Services Agreement
with Moffatt & Nichol for
Engineering Services

FROM: Cathy Rosen, Public Works Director and Joe Stowell, City Engineer

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

A motion authorizing the Mayor to sign a Professional Services Agreement with Moffatt & Nichol for the scope of services described herein in for a not to exceed amount of \$74,957.00.

Additionally, a motion authorizing a management reserve of \$3,748.00 (5%) to allow the City Engineer the ability to authorize minor contract changes should they occur.

BACKGROUND / SUMMARY INFORMATION

A windstorm in the fall of 2015 damaged the Oak Harbor Marina breakwater, which is an offset floating breakwater consisting of vertical panels connected to the outermost F-Dock. It was observed that several panels of the breakwater had shifted and dropped several inches, indicating damage to the underwater portions of the breakwater.

A claim was submitted by the City to the Marina insurers, who stated that after the City pays a \$5,000.00 deductible, work related to repairing the breakwater storm damage will be covered by insurance. This includes City staff time, engineering services, and cost to repair.

The City of Oak Harbor issued a Request for Proposal (RFP) to obtain engineering services to assist with this repair. Moffatt & Nichol responded to this RFP and was selected by City staff to perform this work. Moffatt & Nichol has significant experience conducting underwater inspections for structures using engineer-divers.

The scope of work that Moffatt & Nichol will perform is as follows:

Proposed scope of services

- North Breakwater Above-water and Underwater Inspection
- Draft Facilities Condition Assessment Report (FCAR)
- Final FCAR
- 90% Plans, Specifications, and Cost Estimate
- Final Plans, Specifications, and Cost Estimate
- Permitting Support
- Bid Support
- Construction Support

Schedule:

The schedule is highly dependent upon the permitting process and regulatory agency review time and requirements.

- Inspection and the Facilities Condition Assessment Report is planned to be performed and completed in April 2016,
- Design services are planned to begin in April 2016 and concluded by May 2016,
- Permitting assistance is planned to begin in April 2016 and concluded by August 2016,
- Project bidding is planned to take place in June 2016.
- Construction and construction support services are anticipated to take place in August 2016.

Funding:

The Oak Harbor Marina has an insurance policy with the WCIA for \$750,000 with a \$5,000 deductible, which will cover the cost of the engineering services described herein along with the cost of the repairs.

FISCAL IMPACT

Funds Required:

Total Contract: \$78,705.00 (\$74,957.00 + 3,748.00 Reserve)

Contract funding is projected to come from the Marina Fund #410 in the amount of \$5,000 to pay for the insurance deductible, with the remaining funds in the amount of \$73,705.00 to be derived from WCIA insurance coverage proceeds.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

There has not been any prior action regarding this item.

ATTACHMENTS

1. [Professional Services Agreement - Exhibit A: Consultant Scope of Services](#)
2. [Evergreen Adjustment Service - Report of Investigation](#)
3. [WCIA - Property joint Protection Program 2015](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND MOFFATT & NICHOL
FOR CONSULTANT SERVICES**

Project Name: F Dock Breakwater Repair

Contract Number: ENG 15-07

Contract Amount: NTE \$74,957.00

Expiration Date: December 31, 2016

THIS AGREEMENT (“Agreement”) is made and entered into by and between the **City of OAK HARBOR**, a Washington State municipal corporation (“City”), and **Moffatt & Nichol**, a Washington **Incorporation**. (“Consultant”).

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding the inspection, design of repairs, permitting, and bid and construction support for the storm-damaged F-Dock Breakwater at the Oak Harbor Marina, as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be

considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on **April 5, 2016** and shall terminate at midnight, **December 31, 2016**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNIFICATION / HOLD HARMLESS. Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or

damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

h. **Notice of Cancellation.** The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

j. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.7 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not

limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.8 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.9 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

III.10 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.11 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.12 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.13 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$74,957.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include (1) a summary of previous invoices; (2) current invoice amount; (3) total current monthly billing; (4) amount authorized under this agreement; and (5) total authorized amount still remaining under the agreement. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 NOTICES.

Notices to the City shall be sent to the following address:

**ALEX WARNER, PE
CITY OF OAK HARBOR
865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277**

Notices to the Consultant shall be sent to the following address:

**BRUCE OSTBO, PE, SE
600 UNIVERSITY ST., SUITE 610
SEATTLE, WA 98101**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party

hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2016.

CITY OF OAK HARBOR

MOFFATT & NICHOL

By _____
Robert Severns, Mayor

By _____
BRUCE OSTBO, PE, SE

Approved as to form:

Nikki Esparza, City Attorney

EXHIBIT A
SCOPE OF SERVICES



600 University Street,
Suite 610
Seattle, WA 98101

March 15, 2016

Alex Warner, PE
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

RE: Oak Harbor Marina F-Dock Breakwater Repair – REVISION 1

Dear Mr. Warner:

Moffatt & Nichol (M&N) truly appreciates being selected by the City of Oak Harbor to provide professional engineering services for inspection and design of the F-Dock Breakwater Repair. This proposal follows our understanding of the scope of work required to inspect, design repairs, permit, and provide bid and construction support for the storm-damaged breakwater at the Oak Harbor Marina. The scope of services (Attachment A) details the work, its associated deliverables, schedule, and assumptions to support the level of effort currently understood by M&N.

M&N will complete the work on a time-and-expense reimbursable basis for an amount not to exceed Seventy-Four Thousand Nine Hundred Fifty-Seven dollars (\$74,957.00). The level of effort estimated to complete the scope of services is attached (Attachment B). The fee is split into base tasks and an optional task. The base tasks include the storm-damage related scope of work. The optional task includes the supplementary south breakwater inspection. A summary of the budget by task follows:

BASE TASK	Budget
1. North Breakwater Inspection	\$5,870.00
2. Facility Condition Assessment Report	\$5,527.00
3. 90% Design Repair PS&E's	\$28,160.00
4. Final Design PS&E's	\$4,675.00
5. Permit Support	\$14,860.00
6. Bid Support	\$3,230.00
7. Construction Support	\$6,835.00
Other Direct Costs	\$1,385.00
TOTAL BASE TASK FEE	\$70,542.00
OPTIONAL TASK	
8. South Breakwater Inspection	\$4,415.00
TOTAL BASE TASK + OPTIONAL TASK FEE	\$74,957.00

Alex Warner, PE, Civil Engineer
City of Oak Harbor
March 15, 2016

Should additional fee be required as a result of a change in scope, M&N will inform the City of Oak Harbor prior to expending any additional funds. M&N will not proceed with any extra services outside of this scope of work without prior written authorization.

Please contact Byron Haley or me at (206) 622-0222 if there are any questions. We look forward to working with you and your staff on this important project.

Sincerely,

MOFFATT & NICHOL



Bruce Ostbo, PE, SE
Vice President

Attachments: Attachment A – Scope of Services
Attachment B – Project Fee Proposal



**ATTACHMENT A
SCOPE OF SERVICES
City of Oak Harbor**

Project Title: Oak Harbor Marina F-Dock Breakwater Repair

Project Location: OAK HARBOR, WASHINGTON

Date of Scope: March 15, 2016

BACKGROUND

A storm in the fall of 2015 damaged the F-Dock Breakwater at the City of Oak Harbor (City) Marina. The City has reported damage in the vicinity of Slips 6 through 12 of the F-Dock Breakwater and has requested the preparation of plans and specifications suitable for public bid to repair the breakwater. Moffatt & Nichol (M&N) has been retained by the City to support the repair design of the breakwater. M&N will provide an inspection of the breakwater, a facility condition assessment report summarizing the findings, a repair design and associated bid documents, permitting, bid support, and construction support.

The City-observed damage is isolated to the northern part of the breakwater; however, it is desired to inspect the full breakwater. The boundary between the south and north breakwater is between F-Dock Slips 17 and 18. Since the storm-damage inspection and repair is being funded by insurance, it is necessary to track the level of effort for the south breakwater separately. Therefore, the inspection and report preparation for the south breakwater is provided in a separate task.

SCOPE OF SERVICES

The scope of services are split into base tasks related to the north breakwater storm-damage repair and an optional task for the supplementary south breakwater inspection.

BASE TASKS

Task 1: North Breakwater Repair-Design Inspection

Objective: Conduct a detailed above-water and underwater inspection of the north breakwater.

1.1 North Breakwater Repair-Design Inspection

The north breakwater includes F-Dock Slips 1 through 17 – approximately the northern 310 feet. The repair-design inspection will include a visual and tactile inspection of 100 percent of the accessible components. Components will not be disassembled as part of the inspection. The extent of storm-related damage will be noted along with the information required to design the repairs. This includes verifying the record drawings and noting ancillary components that require replacement.

Preparation

M&N will develop a Safety Plan including a Job Safety Analysis, a Dive Operations Plan, and an Emergency Management Plan. The Safety Plan will be provided to the City if requested.

Underwater Inspection

A three-person SCUBA dive team will be employed in accordance with Association of Diving Contractors International diving standard. The inspection method will follow the American Society of Civil Engineers ASCE Manuals and Reports on Engineering Practice No. 130, *Waterfront Facilities Inspection and Assessment*, (MOP-130) procedures for a repair-design inspection. Components include timber wales, concrete float units, through-rods, breakwater panels, and guide piles. We will provide all gear necessary to complete the inspection.

Above-water Inspection

The above-water inspection will include a visual repair-design inspection of all accessible components following the guidelines set by MOP-130. Components include timber wales, concrete float units, through-rods, and breakwater panels.

Task 2: Facility Condition Assessment Report (FCAR)

Objective: Provide an inspection report summarizing the findings of the repair-design inspection with the necessary detail to support the insurance claim.

2.1 Draft FCAR

The results of the inspections will be incorporated into a draft FCAR. The FCAR deliverable will contain a description of the facility, observed storm related damage, observed general conditions, the implications of the observed conditions, recommendations for repairs, and an opinion of probable cost to perform those repairs.

We will include photos of any damage that is found and photos of typical conditions. Tables that list the members recommended for replacement or repair will be prepared and included in the report. Figures will include rough hand sketches; AutoCAD figures will not be provided with the report. The draft report will be provided to the City for review and comment.

2.2 Final FCAR

City comments to the draft FCAR will be reviewed and addressed, and a final FCAR will be submitted.

Deliverables

Draft and Final Facility Condition Assessment Reports submitted electronically in PDF format.

Task 3: 90% Repair Plans, Specifications, and Cost Estimates (PS&E)

Objective: Prepare and submit plans, specifications and cost estimates for 90% submittal. Design package will include all recommended repairs.

M&N will prepare contract drawings, specifications, and opinion of probable construction cost estimates, and will keep the City fully informed of progress, developments, and problems encountered during the course of the design period. The full scope of required repairs is unknown until we conduct the inspections. The level of effort assumed for this scope of work and the sheet list provided below is based on the following anticipated repairs: replacing wales, replacing through-rods, replacing breakwater panels, or patching concrete float units. If the project scope expands to include concrete float unit replacement, additional design may be necessary and the Project schedule and permitting will be impacted, thereby requiring the negotiation of additional scope and fee. If the scope of the project expands beyond general repair, additional environmental review and permitting may be necessary, thereby requiring the negotiation of additional scope and fee.

3.1 90% Plans

M&N will develop drawings for the project per M&N CADD standards. The anticipated Drawings include the following sheets:

Dwg No.	Sheet Title
1	COVER SHEET & SHEET INDEX
2	GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS
3	OVERALL PLAN
4	ENLARGED PLAN - IMPROVEMENTS
5	TYPICAL SECTIONS
6	DETAILS - SHEET 1
7	DETAILS - SHEET 2

3.2 90% Specifications

M&N will prepare the technical sections of the specifications. The City will prepare the Contract, General Conditions, and Division 01 – General Requirements, of the specifications and incorporate the technical sections into the package.

Technical specifications will be submitted in “MasterFormat” (i.e., the Construction Specifications Institute (CSI) format), in "Arial" 12 pitch font using Microsoft Word.

3.3 90% Opinion of Probable Construction Cost

M&N will prepare our opinion of probable construction costs. The opinion of probable construction costs will make provision for unit price or lump sum bid items as the City desires. The estimate will be created using Microsoft Excel.

Deliverables

The 90% Design Submittal will include the Drawings, draft specifications, a construction schedule, and an opinion of probable construction costs. All documents will be submitted electronically in PDF format. 90% design Drawings will be submitted as a half-size set (11-inches x 17-inches) without signatures. Microsoft Word files will also be provided for the specifications.

Task 4: Final Repair PS&E's

Objective: Prepare and submit plans, specifications and cost estimates for Final submittals. Design package will include all recommended repairs.

4.1 Final Plans, Specifications, and Estimate

M&N will further develop final drawings listed in Task 3 and incorporate City comments to the 90 percent plans. The contract documents will be prepared so that the City can advertise an Invitation for Bids.

Deliverables

The Final Submittal will include plans, sections, and details; technical specifications; a construction schedule; an opinion of probable construction cost; and annotated review comments.

All documents will be submitted electronically in PDF format. Drawings will be submitted as half-size and full-size sets with signatures. Microsoft Word files will also be provided for the specifications. Contract Drawings will be provided in a version that can be read by AutoCAD 2007. M&N will submit to the City a full set of electronic files for drawings. Each drawing will be submitted in PDF and "DWG" formats. M&N will provide the City with all other electronic files including font and PCP files needed to open and plot the "DWG" files.

Task 5: Permit Support

Objective: Support the City in obtaining the following anticipated federal, state and local permits and environmental reviews necessary to repair the breakwater:

- *State Environmental Policy Act (SEPA) Exemption*
- *City of Oak Harbor Shoreline Substantial Development Permit (SSDP) Exemption*
- *Department of Fish & Wildlife (WDFW) Hydraulic Project Approval (HPA)*
- *U.S. Army Corps of Engineers (USACE) Section 10 Permit. A Nationwide Permit (NWP) is anticipated for maintenance and repair work.*
- *Abbreviated Biological Evaluation (BE), Essential Fish Habitat (EFH) Assessment for review by USFWS and NMFS to comply with the Endangered Species Act (ESA) and Magnuson Stevens Act.*

The environmental review and permitting subtasks are:

5.1 JARPA Application

M&N will prepare a Joint Aquatic Resource Permit Application (JARPA) for submittal to the necessary regulating agencies, including the City, Corps, WDFW, and the Washington State Department of Ecology (Ecology). Preliminary drawings (plan view, cross sections and profiles) will be prepared based off of about 20-30% design for inclusion into the JARPA.

5.2 Biological Compliance Documentation

M&N will complete the Abbreviated BE and EFH Assessment for inclusion within the JARPA application to the USACE.

5.3 Coordination

M&N will contact and coordinate with regulatory agency representatives and other government entities to verify and confirm the permit schedule and that the proposed permits and approvals are anticipated. M&N will respond, on behalf of the City to any agency questions or concerns.

Deliverables

JARPA Application – Provide a Draft and Final JARPA and drawings. M&N will submit the JARPA to all of the regulatory agencies for review and approval/final permits.

Biological Compliance Documentation – Provide a Draft and Final Abbreviated BE and EFH Assessment. M&N will submit these support documents to all of the regulatory agencies for review and approval.

Task 6: Bid Support

Objective: Provide technical engineering assistance to the City during the Project bid period.

M&N will attend a pre-bid conference and provide services for issuing addenda. M&N will issue up to two (2) addenda if required during the bidding phase of the project. If requested by the City, M&N will review construction bids for compliance.

Deliverables

Collect comments and questions from contractors during the pre-bid walk through and include responses in Addendum #1.

Prepare one additional addendum, including drawings and specification revisions, if necessary.

Task 7: Construction Support

Objective: Provide technical engineering assistance to the City during Project construction.

7.1 Attend pre-construction meeting

M&N will attend the pre-construction meeting and site walk.

7.2 Requests for Information (RFI)

Respond to RFI's from the Contractor to interpret and clarify the intent of the plans and technical specifications (allow for responding to up to 5 RFI's).

7.3 Contractor Submittals

M&N will act as the primary reviewer for submittals required of the Contractor. M&N will allow for up to 8 submittals (re-submittals count as one submittal).

7.4 Meetings

Attend one (1) construction progress meeting between the City's Project Manager and Contractor. Meetings shall occur concurrently with Site Visits (Task 7.5).

7.5 Site Visits

Conduct one (1) site visit during construction to assess that the work is being accomplished in general conformance with the intent of the plans and specifications. Site visits shall occur concurrently with Meetings (Task 7.4) above.

7.6 Change Order Assistance

Discuss with the City on issues associated with actual or potential changes to the Project. Such issues could include unforeseen site conditions, City-solicited Change Proposals, unsolicited Contractor Change Proposals, and disputes. Allow for up to four hours of phone call discussions with City staff.

Deliverables

- Draft Meeting Minutes – electronic copy (PDF format)
- RFI Responses – electronic copy (PDF format)
- Submittal Review Comments – electronic copy (PDF format)

OPTIONAL TASK

Task 8: South Breakwater Inspection & Report

Objective: Conduct a routine above-water and underwater inspection of the south breakwater and summarize the findings in a report.

8.1 South Breakwater Routine Inspection

The south breakwater includes F-Dock Slips 18 through 52 – approximately the southern 630 feet. Components include timber wales, concrete float units, through-rods, breakwater panels, and guide piles. We will provide all gear necessary to complete the inspection.

The routine above water and underwater inspection of the south breakwater will be conducted at the same time as the north breakwater inspection (Task 1). The Routine Inspection will follow the MOP-130 procedures for a Routine Inspection. Per MOP-130, the primary purpose of a Routine Inspection is to assess the general overall condition of the structure, assign a condition assessment rating to the structure, and recommend what future course of action should be taken for the structure, if any. A Routine Inspection is much less rigorous and time consuming than the Repair-Design Inspection discussed in Task 1. Since underwater portions of components are likely covered with marine growth, a comprehensive visual inspection of all component surfaces during a Routine Inspection is impractical. For this reason, Routine Inspections focus on three levels of effort:

- 1) Level I – Visual/tactile inspection of underwater components without the removal of marine growth.
- 2) Level II - Partial marine growth removal of all components. This will include marine growth removal in 1-foot by 1-foot square areas every 100 feet along the breakwater and at the connections as necessary.
- 3) Level III (Not included in scope of work) – Non-destructive testing (NDT) or partially-destructive testing (PDT) of a statistically representative sample, typically 5%, of all components. May consist of PDT of wood and remaining thickness measurement of steel components. We do not anticipate a need for conducting Level III inspections for this structure. If we find that a Level III inspection is necessary, we will make a recommendation in the FCAR to conduct a follow-up inspection.

8.2 South Breakwater Report

The inspection findings, repair recommendations, and opinion of probable cost to perform the recommended repairs will be summarized in the Facility Condition Assessment Report provided in Task 2.

PROPOSED SCHEDULE

This proposal is based upon the schedule below. M&N assumes that the City will review the Draft FCAR within 5 working days upon receipt and the 90% design submittal within 10 working days upon receipt.

<u>Item</u>	<u>Working Days after NTP</u>
• Inspection	10
• Submit Draft Permits	20*
• Draft FCAR	20
• 90% Design Submittal	25
• Final FCAR	30
• Final Submittal	40
• Advertise for Bids	TBD
• Anticipated Contractor Award	TBD

* Assumes verbal consensus with the City on the extent of repairs following the inspection.

ASSUMPTIONS

- Storm-related repairs are limited to replacing timber components (wale), replacing through-rods, replacing breakwater panels, or patching concrete float units within the north breakwater. If the project scope expands to include replacement of concrete float units or repair of the south breakwater, additional design may be necessary and the Project schedule and permitting will be impacted, thereby requiring the negotiation of additional scope and fee. If the scope of the project expands beyond general repair, additional environmental review and permitting may be necessary, thereby requiring the negotiation of additional scope and fee.
- M&N assumes that the proposed repairs will comply with a SEPA Exemption for maintenance and repairs. If the City determines that a SEPA Checklist is required, additional scope and fee will be negotiated.
- All permit fees will be will the responsibility of the City.
- Substantial environmental or cultural field work or mitigation is not anticipated. Additional work, technical memorandums, field or biological surveys or studies, assessments or mitigation design required by any of the resource agencies beyond the level of effort identified is not included in this scope and fee.
- Environmental monitoring services, which may be required by the regulatory agencies as a condition of a permit or approval, are not included in this scope and fee.
- "Formal consultation" with the Services (USFWS and NMFS) is not anticipated and will be authorized separately if required.
- Comments, and the request for testing or further studies, from Ecology or the U.S. Environmental Protection Agency (USEPA) on sediment quality are not anticipated.
- Documentation for a separate Ecology Section 401 Water Quality Certification and Certification and Coastal Zone Management Act (CZMA) Consistency Determination is

not required and is assumed as part of other maintenance and repair permits and approvals.

- It is assumed that the City or selected project contractor will submit the necessary information for any local City construction permits. M&N can support this effort but additional scope and fee may be required.
- This scope and fee supports effort assumes a moderate level of effort based upon current project assumptions (i.e. maintenance and repair elements for the breakwater). SEPA and permitting services related more substantial breakwater improvements may require more extensive permitting and additional scope and fee.
- The in-water work window for Oak Harbor marine waters is currently anticipated to be between July 15th and the following February 15th. Additional seasonal restrictions may also be incorporated into specific project permits.
- Meetings will be held at the City of Oak Harbor offices such that M&N engineers are afforded the opportunity to conduct site visits during the same trip.
- The south breakwater inspection will be conducted on the same day as the north breakwater inspection. Splitting the inspections into separate days will require additional expenses.

Other Direct Costs Detail

SCUBA Dive Station	\$ 285.00	per day
Air Fills	\$ 20.00	per day
Diving Consumables	\$ 50.00	per day
UW Camera	\$ 50.00	per day
Truck	\$ 110.00	per day
Miles	\$ 570.00	1,020 Miles Total (5 Trips) @ ~\$0.56/m
Dive Premium	\$ 300.00	\$100 per day per diver
TOTAL	\$ 1,385.00	



Tuesday, January 26, 2016

Gordy Van, Senior Adjuster
Washington Cities Insurance Authority
PO Box 88030
Tukwila, WA 98138

REPORT OF INVESTIGATION

MEMBER / INSURED: Oak Harbor, City of
DATE OF LOSS: 11/17/2015
COMPANY FILE: N/A
LOSS LOCATION: 1401 Southeast Catalina Dr., Oak Harbor, WA 98277
OUR FILE: D15-2258

RESERVES / ESTIMATE:

Kind	Member / Insured	Indemnity Reserve	Amount Paid
REAL/Building	Oak Harbor, City of	250,000.00	-0-
BI/Extra Expense (BI/EE)	Oak Harbor, City of	15,000.00	-0-
Total Reserve		265,000.00	-0-

Reserve is budgetary¹ and is based on past repair information communicated to us from the City, plus a contingency factor.

SYNOPSIS:

A strong windstorm generated high wave action that damaged break-panels lining the west elevation of the Marina’s “F-Dock”.

ASSIGNMENT:

We received this assignment on 12/2/2015. We made immediate contact with Chris Sublet, Harbormaster. Given the logistics of the damage sustained to “F-Dock”, we have delayed our inspection until commencement of an exploratory process to determine the extent of damage.

COVERAGE:

In reference to the Washington Cities Insurance Authority [WCIA] “Property Joint Protection Program” and the Underwriter’s Policy, we note the effective dates are December 31, 2014 to December 31, 2015. We understand the “Individual Member Deductible” is \$5,000 with a second coverage layer provided by the WCIA at a \$750,000, per occurrence limit. Excess this

¹ Extent of damage is unknown; further investigation is required.

amount, the “Underwriters” provide a final layer that covers property loss to a \$300,000,000 aggregate occurrence limit, for all combined members. All risk perils apply, subject to the described exclusions. Replacement Cost Valuation [RCV] is in effect, subject to the Members actual repair and/or replacement of damaged property, as described under section “12. VALUATION”.

In reference to the cause of this loss, and per review of the Underwriters Policy [Lloyds of London], we note the following language in part:

“41. DEFINITIONS

Flood means a rising and overflowing of a body of water onto normally dry land including, tidal wave or series thereof caused by any one disturbance that is not a tsunami or seismic sea wave. Such definition does not include **Storm Surge**. However, ensuing physical loss, damage or destruction arising from a peril not otherwise excluded herein caused by such Flood shall not be considered Flood within the terms and conditions of this **Policy**. Such ensuing loss shall be construed to have been of the same occurrence but of a different proximate cause.”

The flood exclusion would not apply to this event; the efficient proximate cause is “windstorm”, with resulting “storm surge”² that damaged the subject property. These perils are “not otherwise excluded” within the terms and conditions of the policy.

CAUSE OF LOSS:

This storm event started to impact the Oak Harbor area at approximately 9:00 am, increasing in intensity with the strongest winds continually sustained between 1:00 pm and 6:00 pm. During this period, maximum gusts were recorded to 52 MPH, with wind direction from the northwest to west vs. the normal southwest direction. Prolonged “straight-line” winds generated large waves that impacted the normally protected marina. Though decreasing in intensity, the storm continued throughout the day. The large wave action caused damage to the wooden “F-Dock” storm water panels, which provide protection to the marina. The “efficient proximate cause” of this event is windstorm.

RISK:

Location number 8 is described as the Marina Docks & Breakwater, which was originally constructed in 1974. It consists of approximately 4,260 LF of docks that are designed for private vessel moorage, of which, 1,360 LF is covered.

LOSS/DAMAGE INFORMATION:

BLDG/REAL: Based upon the information received to date, two of the numerous wooden break wall panels that line the west facing perimeter of “F-Dock” sustained damage. Per the enclosed City photographs of the failed panels, each one has slipped down on one corner, and is being held in place by resting against an adjoining panel. The fastening system securing the panels to the floats are hidden from view. It is apparent the fasteners and/or the wood panels have failed on one end of each of the two panels, allowing the ends to slip downward. They appear to maintaining their current position by the remaining fasteners and their weight against the adjoining panels.

² Wind driven waves

Mr. Sublet has informed us the panels suffered similar damage from a 2000 storm that damaged five of the panels. City records indicate they were repaired at a cost of \$381,000. He has sought to find the City documentation from the 2000 event that might give insight to the repair specification, but has not discovered any to date. He has not discovered any “as-built” that would shed light on the construction details of “F-Dock” and the break wall panels.

Further investigation is needed to determine the full extent of damage in order to determine a repair specification. To this end, the project was assigned to Alex Warner, PE with the City engineering department. We have been in regular contact with Mr. Warner, who recently informed us he is in process of “developing an RFP to send to qualified consultants to evaluate the damages and prepare plans, specifications, and cost estimates for the repairs.”

BUSINESS INCOME/EXTRA EXPENSE [BI/EE]: Depending upon the scope of repair, it is possible the City might need to relocate vessels from F-Dock to temporary moorage. There are a variety of factors could come into play to affect this exposure. We recommend establishing a \$15,000 reserve.

RECOVERY:

There is no evidence that would lead us to a 3rd party that may be responsible for this event. There are no salvage opportunities.

INTENDED DISPOSITION:

We have placed our file on a 45-day diary pending:

- Receipt of the City RFP.
- Receipt of F-Dock “as-built” and/or repair documentation from the 2000 event.

Best regards,

EVERGREEN ADJUSTMENT SERVICE, INC.

Arlan R. Danner, G.A.

direct: 425.922.6100 | f: 425.642.5475 | adanner@evergreenadjustment.com

Enclosed with this Report

F-Dock overview image - location of damaged beak-panels	Marina and F-Dock overview images
EAS E-mail	Marina Map
City break-wall 1 - Images	City break-wall 2 - Images

E-mail Communications Available Upon Request

c: Marianne Ledgerwood, Paralegal - Oak Harbor, City of
[mailto: mledgerwood@oakharbor.org](mailto:mledgerwood@oakharbor.org)

AD/adD15-2258r

Property
Joint Protection Program

2015



WASHINGTON CITIES INSURANCE AUTHORITY
Property Joint Protection Program for the
Coverage Year December 31, 2014 to December 31, 2015

I. PROPERTY COVERAGE

Washington Cities Insurance Authority (WCIA) provides an optional program to its members whereby they may obtain protection for losses or damages to member owned property.

A. COVERAGE AGREEMENT

The coverage period for this Property Joint Protection Program is December 31, 2014 to December 31, 2015 and applies only to those members of WCIA who have elected to participate in this program.

Coverage consists of two layers; a Self-Insured Layer provided by WCIA, and an Insured Layer consisting of purchased insurance policies. The Insured Layer is insured by insurance policies and/or reinsurance agreements issued by the carriers or combinations of both with varying participation levels. The WCIA Self-Insured Layer provides indemnification for covered losses occurring above the members chosen deductible and up to a maximum of \$750,000 per occurrence. Each member has a choice of an individual deductible of \$1,000, \$5,000, \$25,000 or \$50,000. The terms, definitions, exclusions and conditions of the Lloyd's of London policy #DP272214 are adopted and incorporated by reference herein and shall apply to the WCIA Self-Insured Layer with the following exceptions and clarifications:

1. Replacement coverage in the Self-Insured Layer shall be extended to all members scheduling inland marine equipment regardless of equipment age.
2. The Self-Insured Layer does not include coverage from loss from the perils of flood and earthquake.
3. Boiler and Machinery coverage is excluded in the Self-Insured Layer.
4. Builders risk coverage is excluded in the Self-Insured Layer.
5. Coverage for tunnels, bridges, dams, catwalks, roadways, highways, streets, sidewalks, culverts, street lights, traffic signals, landscaping, golf tees, sand traps, golf greens and athletic fields that are not scheduled are excluded in the Self-Insured Layer.
6. Only property identified and scheduled in writing to WCIA by the member is covered.

Under any circumstances WCIA's obligation to make payment to a member for property loss or damage shall be limited to no more than \$750,000 minus the amount of the members selected individual deductible per occurrence regardless of the amount or number or kinds of properties that are damaged, destroyed or affected by the occurrence.

The Insured Layer which covers from \$750,000 to a single limit of \$300,000,000 million per occurrence for all members combined, except for damage that is subject to a separate \$100 million pool annual aggregate limit to cover all member losses as a result of a flood subject to a \$50 million annual aggregate for flood in zones A/V, a \$150 million pool annual aggregate limit to cover all member losses as a result of an earthquake, and \$1,000,000 for unscheduled tunnels, bridges, dams, catwalks, roadways, highways, streets, sidewalks, culverts, street lights, traffic signals above an individual member deductible of \$750,000, \$25,000,000 course of construction limit per project above a \$500,000 individual member deductible, a \$100,000,000 equipment breakdown limit and other policy sub-limits.

For the Coverage period stated above, the Board of WCIA selects and approves the insurance carriers and policies for the Insured Layer of coverage as set forth in Schedule A attached hereto and which is incorporated herein. The purchased insurance policies may differ from each other in language, exclusions, conditions and underwriter's intent. Coverage among the various policies may not be continuous. The WCIA Board at its sole discretion reserves the right to substitute insurance carriers during the coverage period if circumstances warrant the same.

B. LIMITS APPLICATIONS

In the event a member incurs a loss which exceeds the currently available policy limits of insurance, sub-limits, or annual aggregate limits including partially exhausted annual aggregate limits, or if a combination of members incur losses which exceed available limits of insurance on a per occurrence or annual aggregate basis; the

losses shall be paid on a pro rata basis from the proceeds of insurance currently available at the time the loss was incurred. The calculation of pro rata payment of member losses shall be determined by taking the dollar value of each member's loss and dividing it by the total dollar value of all members' losses to determine a pro rata percentage which each member's loss bears to the combined total dollar value of member losses being submitted for coverage. Each member will then be paid the lesser of the following: either the full value of their loss or the percentage that their loss bears in proportion to all members' losses times the total dollar value of insurance proceeds currently available at the time of the occurrence causing the loss.

C. DEDUCTIBLE APPLICATIONS

In the event more than one member sustains a flood or earthquake loss from the same occurrence that is covered by the insured layer, the deductible shall be applied on a pro rata basis to each member suffering loss. The calculation of the pro rata deductible shall be determined by taking the dollar value of each member's loss and dividing it by the total dollar value of all members' losses. This determines a pro rata percentage which each member's loss bears to the combined total dollar value of member losses being submitted for coverage. Each member will then bear a portion of the flood and earthquake deductible in proportion to the total loss.

D. COVERAGE DEFINITIONS

The definitions are the same within the WCIA Self-Insured Layer and the Insured Layer insurance policies; set forth in Lloyd's of London policy #DP272214.

E. MEMBERS

Current members in the Property Program include the following and new members approved by the Executive Committee electing coverage during the Coverage Year:

A Regional Coalition for Housing (ARCH)	Ellensburg
Aberdeen	Elma
Arlington	Emergency Services Coordinating Agency (ESCA)
Auburn	Enumclaw
Bainbridge Island	Ferndale
Battle Ground	Fife
Benton City	George
Benton County Emergency Services	Goldendale
Bonney Lake	Grandview
Bothell	Grays Harbor Communications
Brewster	Hoquiam
Brier	Issaquah
Burien	Jefferson County 911
Burlington	Kelso
Camas	Kenmore
Cashmere	Kirkland
Centralia	Kitsap Regional Coordinating Council
Chehalis	La Conner
Chelan	Lacey
Cheney	Lake Forest Park
Chewelah	Lake Stevens
Clark Regional Emergency Services Agency (CRESA)	Lakewood
Clarkston	Leavenworth
Cle Elum	Long Beach
Clyde Hill	Longview
Coupeville	LOTT Clean Water Alliance
Covington	Mabton
Cowlitz-Wahkiakum Council of Governments	Maple Valley
Des Moines	Marysville
Des Moines Pool Metropolitan Park District	Marysville Fire District
Eastside Public Safety Communications Agency (EPSCA)	Mason County Emergency Communications (MACECOM)
Edgewood	McCleary
Edmonds	Medical Lake
	Medina

Mercer Island	Snoqualmie
Metropolitan Park District of Tacoma	Soap Lake
Mill Creek	South Correctional Entity Facility PDA (SCORE)
Millwood	South Sound 911
Milton	Spokane Valley
Monroe	Stanwood
Moses Lake	Steilacoom
Mount Vernon	Sumner
Mountlake Terrace	Sunnyside
Mukilteo	SW Snohomish County Communications Agency (SNOCOM)
Multi Agency Communications Center (MACC 911)	Three Rivers Regional Wastewater Authority
Newcastle	Thurston 9-1-1 Communications
Normandy Park	Thurston Public Utilities District
North Bonneville	Thurston Regional Planning Council
Northshore Utility District	Toppenish
Northwest Incident Management Team	Tukwila
Oak Harbor	Tukwila Pool Metropolitan Park District
Ocean Shores	Tumwater
Othello	Union Gap
Peninsula Communications (PENCOM)	University Place
Port Angeles	Valley Communications
Port Townsend	Valley Regional Fire Authority
Poulsbo	Walla Walla
Pullman-Moscow Regional Airport Board	Walla Walla Metropolitan Planning Organization
Puyallup	Warden
Renton	Washington Cities Insurance Authority
Richland	Washougal
Ridgefield	Water Operating Board
Sammamish	West Richland
Shelton	Westport
Shoreline	WHITCOM 911
Silver Lake Water and Sewer District	William Shore Memorial Pool District
Skagit 911	Woodinville
Snohomish	Woodway
Snohomish County Emergency Radio System (SERS)	Yakima Valley Conference of Governments
Snohomish County Fire District #3 (dba Monroe Fire District)	Yarrow Point
Snohomish County Police Auxiliary Services Center (SNOPAC)	Zillah

II. DESCRIPTION OF SERVICES AND COST ALLOCATION

A. COVERAGE ASSESSMENT BASIS

Assessment costs per member is based on replacement cost.

B. PROPERTY SCHEDULES

Each member is responsible for reporting, additions or changes to property schedules including increases in replacement values as soon as practicable to WCIA. Claims for loss or damage to property not scheduled by a member will be denied in the Self-Insured Layer unless the Executive Director, in her sole discretion, determines that the members failure to schedule the damaged or lost property was due to an inadvertent, unintentional and unavoidable error or mistake by the member.

C. WCIA ADMINISTRATION

The Executive Director shall administer WCIA operations and be accountable to the Board in the areas of insurance purchases, claims and loss control administration, coverage determinations and new membership.

D. LEGAL SERVICES

WCIA Legal Counsel is appointed by the Board to provide legal assistance concerning WCIA operations to the Board and Executive Director including legal issues related to the Property Joint Protection Program. WCIA Legal Counsel is an administrative expense.

E. SUBROGATION

WCIA shall be subrogated to all legal rights to seek and recover damages for injury, theft, loss or destruction of member owned property which the member may have against any person or other entity with respect to any payment made by WCIA under this Property Joint Protection Program. The member shall execute all papers required by WCIA and shall cooperate with WCIA to secure and protect WCIA's rights. WCIA shall have the exclusive right to select, retain, and pay attorneys as necessary to pursue legal remedies for recovery of its subrogation interests. In case any reimbursement is obtained or recovery is made by the member or WCIA on account of any loss covered by this Property Joint Protection Program, the distribution of such reimbursement or recovery shall be first applied in the following order:

1. Payment of legal costs and attorney fees incurred by WCIA in making the recovery.
2. Second, to recover the member's loss because of application of their deductible;
3. Third, to recover WCIA's payments until WCIA is fully reimbursed.

F. CLAIMS COSTS

Administration of the property claims program is conducted in-house by WCIA staff and is an administrative expense. Some losses are assigned by staff to an outside claims service company for resolution. The service company's fees are administrative costs.

III. MEMBER ASSESSMENTS

Each member's assessments with WCIA is due within thirty (30) days of billing. Claims reports will be distributed annually to the membership. Mid-year (new) membership will be prorated against the remaining coverage year premium, payable within thirty (30) days. Any assessment paid is not refundable or short rated in the event of a member withdrawal from Property Joint Protection Program prior to the end of a policy year.

IV. CLAIMS PROCESS

The Authority retains control of claims and settlement authority within the Self-Insured Layer. The claims process is supervised by WCIA and includes development and implementation of claims procedures which members agree to follow.

Members shall cooperate by promptly reporting all property claims, by participating fully in any investigation conducted by WCIA or its claims administrator, and by adhering to the claims procedures as set forth in the *WCIA Claims Manual*. The Executive Director may settle any claim within the WCIA Self-Insured Layer. Failure of a member to cooperate in good faith with WCIA in the investigation and administration of any claim will constitute grounds for denial of the claim.

V. COVERAGE DETERMINATION

The Executive Director shall be responsible for making all coverage determinations within the WCIA Self-Insured Layer in regard to all claims filed by the member in which a question of coverage exists.

Any member aggrieved by a coverage determination of the Executive Director shall follow the appeal process which has been adopted in the *By-Laws*, Article VII, Section 2, to allow members to bring before the Executive Committee any coverage decisions which they may contest. Respective requirements of each participating party are detailed as appropriate in the *By-Laws*. Failure to follow the stated requirements may result in a waiver of legal rights.

VI. OTHER-INSURANCE

If any member has other valid and collectible insurance which is written by another insurer, and such insurance is available to the member covering a loss also covered by this Property Joint Protection Program, other than insurance that is provided in excess of this program, the protection and excess insurance afforded by this Property Joint Protection Program shall be in excess of and shall not contribute with such other insurance.

VII. CANCELLATION OR TERMINATION OF MEMBER PROPERTY COVERAGE

A member's participation and coverage in the Property Joint Protection Program may terminate or cease in one of the following ways:

- A. A member withdraws from WCIA by giving its one year notice in advance of withdrawal from WCIA's Interlocal Agreement pursuant to Article 20 (a) thereto.
- B. A member gives 60 days advance written notice to WCIA of its intent to cease participation in the Property Joint Protection Program.
- C. Immediate termination of coverage will occur if a member's membership in WCIA is terminated by vote of the Board of Directors as provided in Article 20 (b) of the Interlocal Agreement.
- D. Termination of coverage will occur if a member fails to pay assessments when due as required by Article IV, Section 10 of the By-Laws of WCIA and Article 21 of the Interlocal Agreement.
- E. Coverage will cease if the Executive Committee or Board of Directors votes to cease offering coverage for property to a member as provided by Article 21(b) of the Interlocal, or if either votes to cease offering the Property Joint Protection Program to all members.

No member shall be entitled to any return of assessment or premium or "short rate" assessment or premium in the event of termination of coverage under the Property Joint Protection Program or termination of membership in WCIA.

Coverage under this program may be terminated by WCIA by a majority vote of the Board present at the meeting whereby such termination is proposed, or by the property insurance company. Notice of termination shall be provided to the member, in writing, not less than sixty (60) days prior to the effective date of the termination, except that, if the member fails to pay any assessment when due, this coverage may be terminated by providing, in writing, ten (10) days notice.

Limits, terms and conditions of coverage is restricted to those in force at time of cancellation or termination. Should any premium credit for an individual member be returned to WCIA as a result of the cancellation in any insurance policy, it will be retained by WCIA and may be applied toward any outstanding or anticipated debts of the member to WCIA. Any assessment or premium adjustments due to property additions during the last year of participation shall be payable after the assessment/premium audit of that year.

VIII. ESTABLISHMENT OF CONTINGENCY FUND

The Board may establish a contingency fund from money accumulated in excess of losses in WCIA's Self-Insured Layer each year, to offset future property premiums, expand program enhancements, and/or build up funds for unallocated loss reserves.

IX. FURTHER CONDITIONS AND LIMITATIONS OF COVERAGE

In the event that the Authority is unable for any reason to recover from insurers any portion of a loss otherwise payable to a member under the *Insured Layer*, the Authority's obligation to the member shall be reduced by the amount of such non-recovery. The Authority shall make a reasonable effort to obtain insurance recovery, but nothing in this Agreement shall obligate it to instigate judicial or other proceedings, nor to take any particular action to obtain indemnification from insurers.

Any member seeking coverage and/or indemnification from any insurance company or reinsurer for any loss and occurrence within Authority's property Insured Layer is responsible for all costs and expenses incurred in obtaining indemnification from insurers. If requested by a member, the Authority may, in its sole discretion, elect to participate with a member in any legal effort by a member to seek or enforce indemnification from any insurance company or reinsurer and, if it does so, the Authority will be responsible for payment of 50% of any legal costs and expenses incurred in such effort and the member will be responsible for the remainder of all costs. Subject to the preceding sentence, any costs incurred by the Authority or individuals acting on its behalf and at its discretion obtaining indemnification for the loss, including but not limited to legal expenses, costs associated with hearings, arbitrations, mediations, negotiations or other proceedings, and any other expenses shall reduce any recovery by the member accordingly. Coverage determination costs less than \$1,000 per occurrence shall be a WCIA administrative cost.

In the event that a loss exceeds the combined self insured, and insured layer coverage limits, or if any self insured or insured aggregate limit has been exhausted within the coverage term, any remaining obligation will be the sole responsibility of the applicable member and shall not be the responsibility of the Authority nor any other member.

Further, money available for losses within WCIA Self-Insured Layer is limited to budgeted funds and a high frequency of losses may result in the exhaustion of all WCIA funds. Replenishment of the Self-Insured Layer may be made by special assessment as approved by the Board at its discretion. The carrier(s) for the group purchased Property Insurance may change during the coverage period.

It is also understood and agreed that any property loss not within the coverage definitions or terms of the Property Insurance and/or Excess Property Insurance policies shall be the sole responsibility of the applicable member and not the responsibility of WCIA nor any other member.

In the event of the financial failure of an insurer providing a policy of in the Insured Layer of coverage, the total liability of the Authority for the coverage year shall remain at \$750,000 per occurrence. Any loss over the \$750,000 Self-Insured coverage limit is the responsibility of the applicable member and/or any remaining insurance companies still providing coverage in the Insured Layer subject to their policy terms and conditions. The Board may, at its sole discretion, authorize the purchase of new insurance or elect to self insure the coverage layer previously covered by a failed insurer.

Schedule A
WCIA 2015 Property Joint Protection Program

ALL RISK PROPERTY

CARRIERS AND PARTICIPATION: National Fire & Marine Insurance Company
Policy Number: 42-PRP-000098-02
27.5% or \$82,500,000 part of \$300,000,000 per occurrence

RSUI Indemnity Company, Policy Number: NHT420652
12.5% or \$37,500,000 part of \$300,000,000 per occurrence

Ironshore Specialty Insurance Company, Policy Number: 001219503
10% or \$10,000,000 part of \$100,000,000 per occurrence

Lloyd's of London, Policy Number: DP272214
10% or \$10,000,000 part of \$100,000,000 per occurrence

Lloyd's of London, Policy Number: DP272214
40% or \$10,000,000 part of \$25,000,000 per occurrence

Lloyd's of London, Policy Number: DP272214
40% or \$30,000,000 part of \$75,000,000 per occurrence excess of \$25,000,000 per occurrence

Ironshore Specialty Insurance Company, Policy Number: 001853801
10% or \$20,000,000 part of \$200,000,000 per occurrence excess of \$100,000,000 per occurrence

Lloyd's of London, Policy Number: DP272214
50% or \$100,000,000 part of \$200,000,000 per occurrence excess of \$100,000,000 per occurrence

EXCESS EARTHQUAKE

CARRIERS AND PARTICIPATION: Landmark American Insurance Company, Policy Number: LHQ420654
50% or \$25,000,000 part of \$50,000,000 per occurrence excess of \$100,000,000 per occurrence

Lloyd's of London, Policy Number: DP272314
35% or \$17,500,000 part of \$50,000,000 per occurrence excess of \$100,000,000 per occurrence

Certain Underwriters at Lloyd's – London-Brit Syndicate 2987
Policy Number: PD-10547-00
15% or \$7,500,000 part of \$50,000,000 per occurrence excess of \$100,000,000 per occurrence

TERRORISM

CARRIERS AND PARTICIPATION: Lloyd's of London, Beazley Syndicates 2623 and 0623
Policy Number W17355140101
50% or \$50,000,000 part of \$100,000,000

Lloyd's of London, Talbot Syndicate 1183 and Liberty Syndicate 4472
Policy Number: AFJ9549A14
50% or \$50,000,000 part of \$100,000,000

BOILER & MACHINERY

CARRIER AND PARTICIPATION: The Hartford Steam Boiler Inspection and Insurance Company
Policy Number: FBP4907705
100% of \$100,000,000 Limit

POLICY TERM

ALL SCHEDULED CARRIERS: 12/01/14 to 12/01/15

**City of Oak Harbor
City Council Agenda Bill**

Bill No. C/A 4.v
Date: April 5, 2016
Subject: Confirmation of Finance Director
Patricia Soule

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

- 1) Confirm Mayor's appointment of Patricia R. Soule to the position of Finance Director.
- 2) Approve the employment contract for Patricia R. Soule as Finance Director for the City of Oak Harbor.

BACKGROUND / SUMMARY INFORMATION

During the interview process for Finance Director, Patricia Soule was as selected as the most qualified candidate. Mayor Severns appointed Ms. Soule as the new Director of Finance.

Please see the contract for Finance Director attached.

LEGAL AUTHORITY

Oak Harbor Municipal Code 2.07.020 directs that the Mayor has the authority to appoint the Finance Director and the Council must confirm such appointment.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Finance Director Contract - Patricia R. Soule](#)
2. [Patricia Soule Resume](#)

EMPLOYMENT CONTRACT
Finance Director

THIS AGREEMENT, effective April 18, 2016, by and between the City of Oak Harbor, hereinafter referred to as “City”, and Patricia Soule, hereinafter referred to as “Finance Director”

WHEREAS, pursuant to OHMC 2.34.055, Patricia Soule has been appointed by the Mayor to the position of Finance Director and shall be offered an employment contract; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions for the position of Finance Director; and

WHEREAS, pursuant to OHMC 2.34.055(2) the City Council has approved the contents of the employment contract with Patricia Soule as Finance Director for the City of Oak Harbor; and

WHEREAS, the Finance Director agrees to serve in that capacity subject to the terms and conditions set forth in this Employment Contract,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the terms and conditions hereinafter set forth, the City and Finance Director agree as follows:

1. Employment. The City hereby employs the Finance Director to serve in this position for the City of Oak Harbor. The duties of said position shall be to perform all duties assigned to the position of Finance Director as provided in the job description, together with such other and further duties and special projects as may be assigned to the Finance Director by the City’s Mayor or City Administrator. Pursuant to OHMC 2.36.030 and 2.34.055, the Finance Director shall serve at the pleasure and at the discretion of the City’s Mayor.
2. Duration of Employment. This Employment Agreement shall become effective on April 18, 2016, and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.
3. “At Will” – Termination by the City. The Finance Director shall at all times during employment with the City be considered an “At Will” employee, subject to termination by the City’s Mayor at any time with or without cause. Nothing in this Agreement shall be construed other than an “At Will” employment relationship between the City and the Finance Director and the Finance Director expressly acknowledges that no contrary representations have been made by the City.
4. Resignation – Termination by the Finance Director . The Finance Director reserves the right to resign from employment at any time with or without cause. The Finance Director agrees to give the City not less than four (4) weeks’ notice prior to the effective date of any such resignation.
5. Compensation: The Finance Director shall be compensated for services rendered during the term of this Agreement as follows:
 - a. Base Salary. The Finance Director shall receive a monthly salary of \$9,698. After a satisfactory six month review, the Finance Director may be eligible for a raise to \$9,989

per month. The rate of pay may be adjusted annually thereafter consistent with the salary range and steps established for this position.

- b. In the event that a salary and wage study is conducted, the Finance Director position shall be included.
- c. Benefits. The Finance Director shall be entitled to a sick leave accrual of one day each per month, vacation leave accrual as set forth in the City Personnel Policies, and eleven paid holidays which includes one floating holiday on a day of choice.

The Finance Director shall also receive all other benefits provided by the City of Oak Harbor to regular employees as they exist now or as they are modified in the future. The following describes the benefits as they exist on the effective date of the Agreement:

- Medical insurance, premium paid 100% and 75% premium paid for spouse and dependent children.
- Dental insurance, premium paid 100% and 75% premium paid for spouse and children.
- Standard Insurance life insurance policy of \$25,000 paid for employee only
- Enrollment in Public Employees Retirement System (PERS) retirement system.

The Finance Director shall also be entitled to elect other voluntary benefit options as they exist now or as they are modified in the future. The following describes the voluntary benefits as they exist on the effective date of the Agreement:

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness
- Pre-tax deductions for Unreimbursed Non-Medical expenses and/or Dependent Day Care
- Additional self-paid Voluntary Group Life Insurance
- Self-paid enrollment in his choice of two Deferred Compensation Plans

- d. Timing of Monthly Payments – Deductions. All monthly payments of salary and benefits shall be made at the same time and on the same date as the City's regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deduction required and authorized by law. The City agrees to pay all employer contributions to FICA, worker's compensation, and similar programs as required by law.

- 6. Work Schedule. The Finance Director is a confidential, exempt employee for purposes of the Federal Fair Labor Standards Act and as such shall not work a fixed forty hour per week schedule. The Finance Director's work shall be conducted at Oak Harbor City Hall during regular business hours of the City, Monday through Friday, provided, that the Finance Director shall receive time off for holidays according to the holiday schedule customarily observed by the City. The Finance Director may be asked to attend meetings of the Oak Harbor City Council and shall attend such other staff meetings as requested by the Mayor or City Administrator.

7. Severance Package.

- a. Severance for At Will Termination. In the event the Finance Director 's employment with the City is terminated for any reason other than those delineated in subparagraph (b) below, the City will provide the Finance Director a severance payment equal to a period of six (6) months as of the effective date of termination. The amount shall be paid in accordance with the same schedule as the regular City payroll, and shall be subject to the same mandatory deductions as the Finance Director's salary was prior to termination.
 - i. Reference. In the event of termination of the Finance Director's employment by the City, the Finance Director shall be entitled to an employment reference from the City, the language of which shall be agreed upon by the parties, provided, that in the event the parties cannot agree on the form of the reference, the City will provide only the dates of the Finance Director's employment, the last position held, the last salary received, the fact that the Finance Director is no longer employed by the City.
 - ii. Unemployment Benefits. The City will not oppose any unemployment benefit claims made by the Finance Director.
- b. Termination by Resignation or for Cause. The severance package provided for in subparagraph (a) above shall not be available to the Finance Director if the termination of the Finance Director's employment with the City is due to:
 - i. Resignation. The Finance Director's voluntary resignation from employment. For purposes of this paragraph, "voluntary resignation" means a resignation of employment resulting from the free choice of the Finance Director and not the result of a suggestion to resign in lieu of termination made by formal action of the Mayor or City Council; or
 - ii. Misconduct. Criminal conduct, commission of any crime, abuse of public office, or other gross misconduct, including, but not limited to, fraud, deceit, embezzlement, theft of funds or property, assault, or sexual, racial, or other harassment; or
 - iii. Job Performance. Insubordination, incompetence, inadequacy, or other events or actions that lead to the City having just cause to terminate employment of the Finance Director in the performance of official duties.
- c. Construction. The severance package provided in subparagraph (a) above shall not be construed as an extension of the Finance Director's employment beyond the termination date. The Finance Director shall not, during the period between the termination date and the end of the severance payments, accrue any additional sick leave, vacation leave, health care benefit or other benefit accorded active City employees.

8. Professional Development. To promote professional knowledge, to establish a professional network of local peers, and to assist the Finance Director in maintaining current standing as a Certified Public Accountant (CPA) through the attainment of Continuing Professional Education (CPE), the City may pay for membership in professional associations or organizations, and may reimburse the Finance Director for attendance at annual conferences or the same and for such other professional development activities as the City Administrator may approve and as may be annually budgeted by the City Council.

9. Relocation Expenses. The City will reimburse expenses related to your move in an amount not to exceed \$7,000. This may include items such as packing materials, plane flights, hotels, movers, mileage and per diem travel. Reimbursement is conditioned upon production to the City of documentation detailing these expenses.

The City views payment of your moving expenses as a long-term investment. Therefore, the offer to provide reimbursement is conditioned upon your continuous employment with the City. Should you choose to separate from employment with the City before the third anniversary of your start date, the City will require prorated repayment of those funds reimbursed to you. The proration would be calculated on a monthly basis (the number of months remaining in the 36-month period divided by 36).

10. The City agrees to cover the Finance Director on the City's liability insurance policies to the same extent as any regular employee of the City is covered for acts, errors, or omissions within the scope of employment. All such liability insurance coverage shall be provided at the City's sole cost and expense.

11. The City of Oak Harbor agrees to hold harmless and indemnify the Finance Director from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of employment as the Finance Director including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier, as applicable. This promise to indemnify shall exclude only criminal acts of the Finance Director and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the Finance Director without the express direction of the Mayor or City Administrator of the City of Oak Harbor. This promise to hold harmless and indemnify shall survive beyond the employment of the Finance Director with the City of Oak Harbor in order that the Finance Director shall be held harmless, indemnified and defended in the future for all acts taken as the Finance Director subject to the limitations contained herein.

12. Severability. If any paragraph, sentence, clause or phrase of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, said invalidity or unenforceability shall not affect the validity or enforceability of any other paragraph, sentence, clause or phrase, and to that end the terms and conditions set forth in this Agreement shall be severable.

13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the terms and conditions of the Finance Director's employment by the City and no other

agreements or understandings, oral or otherwise, exist or shall be deemed binding upon the parties. The Agreement may be amended only by a written instrument duly executed by both parties.
Dated this _____ day of _____, 2016.

For the City of Oak Harbor:

Robert T. Severn, Mayor

Patricia Soule, Finance Director

Attest:

Anna Thompson, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

Patricia Soule, CPA

PO Box 824 • Unalaska, AK 99685 • psoule11@gmail.com • (907) 359-5923

November 16, 2015

City of Oak Harbor
Human Resources
865 SE Barrington Drive
Oak Harbor, WA 98277

Dear S. Piccone, PHR:

Please find included my application and resume for the Director of Finance position with the City of Oak Harbor.

I would like to be considered for this position and have listed below how I meet the qualifications:

- In 1998, I received my Bachelors of Science in Accounting from the University of Idaho. I have a current CPA license and have a valid Alaska Driver's license.
- I began my accounting career in a CPA firm after graduation in 1998 and have taken progressively responsible positions in governmental, grant management and fund based accounting. As the Finance Director for Community Action Partnership I was responsible for GAAP based financial management of 30+ grant funded programs for over eight years, and directing the City of Unalaska finance and Information systems department as the Finance Director since January 2014.
- As the director of the finance department I direct a staff of 14 that includes: information systems, the City Treasurer, project and grant reporting, utility, ports and airport billing, payroll, accounts payable, and purchasing. At Community Action Partnership I supervised three finance staff and indirectly supervised two weatherization inventory staff.
- My direct experience in governmental and fund accounting began at the CPA firm from the audit side, governmental and grant management at both Nez Perce County and the University of Idaho. I continued the fund based accounting and grant management experience at Community Action Partnership as we tracked seventy different funds that were either grant funded, contribution based, or fee driven. Those funds were accounted for separately and then merged into consolidated GAAP based financial statements. At the City of Unalaska I have broadened my governmental accounting experience with municipal accounting in a city that does large capital projects, has a healthy investment portfolio and debt ratio, a varied general fund, and proprietary funds such as: utilities, ports, airport, and housing.

I hope you find my experience and qualification at the level you require and look forward to hearing from you.

Sincerely,

Patricia Soule, CPA

Patricia Soule, CPA

PO Box 824 • Unalaska, AK 99685 • psoule11@gmail.com • (907) 359-5923

SUMMARY OF QUALIFICATIONS

- 17 years Accounting Experience
- 11 years Supervisory Financial Management
- Leadership, Coaching, and Mentoring
- Budget Preparation, Training, and Oversight
- Audit Oversight and Annual Financial Reporting
- Grant Management and Compliance
- Cash Flow and Debt Management
- Consulting and Auditing

PROFESSIONAL EXPERIENCE

Finance Director

City of Unalaska

Unalaska, AK

January 2014 – Present

- Executive level position, functioning as the Chief Financial Officer, responsible for all aspects of the city's \$70M municipal finances in accordance with GASB, GAAP and federal and state grant reporting guidelines
- Member of the executive leadership team with the City Manager and other department directors to coordinate and ensure city processes and goals are achieved
- Represents the finance department at Council meetings and any other meetings as needed
- Oversees the external audit and CAFR (Comprehensive Annual Financial Report) preparation and presentation
- Supervises all accounting activity of the City including the budget preparation, monitoring and final presentation to Council, monthly, quarterly and annual financial reporting, fixed asset and project accounting, and billing and collection for the proprietary funds
- Directly supervises the city treasurer, information systems supervisor, project and fixed asset accountant, and purchasing agent to ensure accounting and information technology goals are achieved
- Oversees the investments of the City, debt service and issuance, computerized accounting system, management of the internal controls, implement new financial procedures and policies, and department personnel matters

Finance Director

Community Action Partnership

Lewiston, ID

March 2005 – January 2014

- Executive level position, responsible for all aspects of the organization's \$8M grant-funded non-profit finances in accordance with GAAP and Not-for-Profit OMB Circulars
- Served on Executive Leadership Team to coordinate and ensure short and long term strategic goals were set and implemented
- Directed and supervised the accounting staff and indirectly supervised the administrative assistant and weatherization inventory staff and their fiscal procedures

- Ensured compliance with audit standards and proper handling of grant funds through fiscal policies, training staff and department directors, and analysis of financial records
- Responsible for all accounting activity, budget preparation and monitoring, grant billing and reporting, inventory oversight, general liability and property insurance, and cash management
- Responsible for analyzing, preparing, and presenting the consolidated financial statements for the Board of Directors at monthly board meetings
- Acted as primary point of contact for the external auditors, grant fiscal monitors, IT subcontractors, insurance, and any infrastructure or organization related issues
- Established and maintained internal controls over financial assets and staff in positions dealing with financial assets, and ensure financial policies are updated to reflect most current regulations and best practices

Owner/Consultant

Patricia Soule Consulting
2003 – Present

Lewiston, ID

- Responsible for unique, and complex QuickBooks setup and training for local area business owners
- Review business plans, recommend business and financial strategies, troubleshoot system issues, and maintain financial compliance

Financial Specialist

University of Idaho - Grants and Contracts
April 2004- March 2005

Moscow, ID

- Responsible for the compliance accounting and maintenance of University grants and contracts
- Reviewed new grants, obtained required signatures and approval of the contract terms, generated subcontracts, set up new contracts using BANNER (University Enterprise System)
- Managed the grants compliance by approving expenditures, receipting revenues, processing unusual billings, assisting departments with compliance issues, filing quarterly and final reports, and maintaining the grant files while active

Staff Accountant

Nez Perce County – Auditor’s Office
June 2002- April 2004

Lewiston, ID

- Performed annual budgeting and financial statement preparation, payroll, A/P, A/R, general ledger accounting, prepared annual financial report, grant reports and researched any accounting or compliance issues
- Performed internal audits and reported those findings to the County Clerk and Departments to assist with department internal controls and financial processing

Staff Accountant

Presnell Gage, LLP
October 1998-June 2002

Lewiston, ID

- Performed tax, accounting, audit, and software solution services for clients, including; preparing and analyzing federal and state income tax returns for individuals, corporations, partnerships, and not-for-profit organizations
- Prepared and analyzed monthly, quarterly, and yearly financial statements

- Prepared payroll and payroll tax returns
- Assisted with audits of governmental, for-profit, and non-profit entities
- Certified as a QuickBooks Pro advisor, as such, setup, troubleshoot, and trained clients on QuickBooks

EDUCATION, TRAINING & CERTIFICATIONS

- University of Idaho – Moscow, Idaho, Bachelors of Science in Accounting, May 1988
- Lewis Clark State College – Lewiston, Idaho

Trainings & Certifications

- Certified Public Accountant (CPA)
- ICS (Incident Command System) certified in training levels 100-400
- GASB Intermediate and Advanced Governmental Accounting seminars
- State (ID, WA, and AK) CPA and GFOA training (on site and webinars) on a variety of accounting issues (17 years)
- AICPA Not-for-Profit Industry Conferences
- WIPFLI Not-for-Profit Grant Management / OMB Circular Conference
- Strategic Planning and development training
- Community Action Partnership Annual Conference

REFERENCES

K.D. Hathaway-Dial, CIA
 Faculty - Accounting, University of Idaho
 (208) 310-0648 (cell)

Lisa Stoddard
 Executive Director
 Community Action Partnership
 208-816-2305 (cell)

Angie Titus
 Community Service Director
 Community Action Partnership
 (208) 791-7177 (cell)

Donald L. Moore
 Interim City Manager
 City of Unalaska
managermoore@gmail.com
 907-315-5296 (cell)

Erin Reinders
 Planning Director
 City of Unalaska
 (907) 359-1962 (cell)

Nate Strong, CPA/PFS
 Hayden Ross PLLC
 208-882-5547 (work)

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 5.a.i
Date: April 5, 2016
Subject: Clean Water Facility Update by
City Staff

FROM: Engineering

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Review bi-monthly update regarding the Clean Water Facility Project.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

Requested by Council.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [CWF Update](#)

City of Oak Harbor
**Clean Water
 Facility Project**



CITY COUNCIL PROJECT UPDATE – April 5, 2016

The following is a snapshot of project activities and milestones, as well as anticipated upcoming activities and risks being monitored for the Oak Harbor Clean Water Facility Project. These updates are provided to City Council on a bi-weekly basis.

RECENT ACTIVITIES AND MILESTONES (PREVIOUS TWO WEEKS)

- Site Preparation Package B (Deep Excavation)
 - Continued installing the PSE underground powerline
 - Completed
 - Started excavating to tie back elevation
- Presented GMP #7 at March 23rd City Council Workshop
- Windjammer Park Integration Plan
 - Citizen Advisory Group meeting #4 and Open House held on March 29th

ANTICIPATED/UPCOMING ACTIVITIES AND MILESTONES (NEXT SIX WEEKS)

- Site Preparation Package B
 - Start tie back installation
 - Continued excavation of cofferdam
 - Underground powerline
- Windjammer Park Integration Plan
 - Citizen Advisory Group meeting #5 on April 20

CLEAN WATER FACILITY DESIGN STATUS

Item	Description	Progress %
Facility Design – Process Structures	Carollo Engineers is completing the 90% design drawings for the process structures associated with the treatment plant.	90%
Facility Design – Biosolids Building	Design of the Biosolids building is at approximately 30%.	30%
Facility Design – Admin/Maintenance	Design of the Admin, Maintenance and Community room are at approximately 30%.	30%

CONSTRUCTION PACKAGE STATUS

Item	Description	Progress %
Site Preparation Package B	The design for the deep excavation package is complete. Construction has begun.	Completed
Site Preparation Package C	Preliminary work has begun on Site Preparation Package C. Work will include micro-piles in the bottom of the deep excavation and installation of a tower crane	Completed
Concrete Package	Design of the concrete structures for the Membrane Bioreactors and Aeration Basins has been completed. GMP #7 has been prepared for Council decision.	Completed

PERMIT ACQUISITIONS STATUS

Pending Permits	Description
<ul style="list-style-type: none"> Foundation permit Site Plan Amendment 	<ul style="list-style-type: none"> Site Prep C – Micropiles – The design team has applied for a foundation permit. The design team submitted the revised the site plan submittal to reflect Concept B.

CONSTRUCTION STATUS

Item	Description	Estimated Completion
GMP #2 (Outfall Construction)	The subcontractor has completed their work. We are currently finalizing the paperwork for this phase of work.	Final Closeout
GMP #3 (Site Preparation A)	The subcontractor has completed their work and the contract is being closed out.	Completed
GMP #4 (Site Preparation B)	Construction activities have begun – Driving sheet piles completed. Excavation and tie backs have started.	May 2016
GMP #6 (Site Preparation C)	Reviewing shop drawings and preparing for extension of effluent outfall	July 2016

COST AND FUNDING STATUS

Major Cost Item	Cost Estimate	Description
GMP #1 (MBR/UV)	\$2,775,455.58 (includes sales tax)	Awarded by City Council on 12/2/2014 Includes Membrane Bioreactor and Ultra Violet Disinfection equipment procurement and design support. Does not include installation costs.
GMP #2 (Outfall)	\$2,164,488 (includes sales tax)	Awarded by City Council on 4/21/15 Construction of a new outfall from approximately the waterfront trail out into Oak Harbor Bay.
GMP #3 (Site Prep A)	\$908,872 (includes sales tax)	Approved by City Council 6/16/15. Preliminary site excavation and archaeological investigation. Preliminary results indicate this work will come in under budget or be delayed until Site Preparation Package B.
GMP #4 (Site Prep B)	\$5,109,549 (includes sales tax)	Site Preparation Package B will include utility relocates, minor demolition at the existing RBC Plant, stone column installation, sheet pile installation and deep excavation. City Council approved GMP #4 on October 20. .
GMP #5 (Biosolids Dryer)	\$2,028,222	Bio-solids handling options were presented to City Council at a Special Workshop held on September 30 th . A Resolution and GMP #5 regarding a biosolids dryer were approved at the October 20 th City Council Meeting.
GMP #6 (Site Prep C)	\$4,311,589	Site Preparation Package C will includes installation of micropiles, preparation for a tower crane and extension of the outfall to the site.

Overall Project	TBD	60% design documents have been received by the City. Carollo and Hoffman completed cost estimates. Staff presented the updated cost estimate to City Council at a workshop on September 30th with options regarding biosolids handling and including a community/training room. 90% design for the process buildings is expected in April.
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Funding: Pending	Description
2017 CWSRF - WWTP Construction	On January 21, 2016 we received news that the CWF is on the 2017 proposed funding list for an additional \$42,632,742 in SRF Loans at an interest rate of 1.6%. The final approved list comes from the state legislature and typically occurs around July.
Bonds	The City is actively pursuing issuance of bonds.
Rates	Ordinance 1760 was passed by City Council on March 15, 2016. Staff will continue to evaluate rates as the project progresses.
Funding: In hand	Description
2016 CWSRF – WWTP Construction	The City has been allocated \$15,631,311 at a reduced interest rate of 1.9% for 20 years and an additional \$463,154 forgivable principal for hardship and green project reserve. An additional \$4,586,846 in Centennial Grant has also been obtained.
2015 CWSRF – Outfall Design and Construction	The City has received \$3,200,000 in low interest loans from DOE for design and construction of the new outfall for the wastewater treatment plant. The loan is for 20 years at 2.7% interest.
2015 CWSRF – WWTP Design	The City has received \$8,260,000 in low interest loans for design of the new wastewater treatment plant. The loan is for 20 years at 2.7% interest.
2016 CWSRF – WWTP Construction	The City has been allocated \$15,631,311 at a reduced interest rate of 1.9% for 20 years and an additional \$463,154 forgivable principal for hardship and green project reserve. An additional \$4,586,846 in Centennial Grant was also offered.
Department of Commerce Grant	The City has received a \$2,500,000 grant from the Governors Capital Improvement Program. Staff has applied for grant reimbursement
Bond Anticipation Note	Staff has secured interim financing through US Bank to bridge the gap between CWSRF reimbursements and the issuance of revenue bonds. We are anticipating a \$10,000,000 short term loan (6 months) at 0.64% interest.
Reserves	The sewer fund has been accumulating reserves that have been earmarked for this project.

COMMUNICATIONS AND OUTREACH STATUS

Upcoming activities or In-Progress activities	Description
Project communications plan	The project team continues to implement the project communications plan through weekly e-mail updates, drop-in times at the construction site, project signage and regular mailers at major milestones.
Windjammer Park Integration Plan	The project team is preparing for the Fifth Citizen Advisory Group meeting to be held on April 20 th .

PROJECT CONTACT INFORMATION

Web

www.oakharborcleanwater.org

Email

treatmentplant@oakharbor.org

General phone (24-hour)

360-914-7000

Project team contact information

Joe Stowell, P.E., City Engineer

[360-720-8796](tel:360-720-8796)

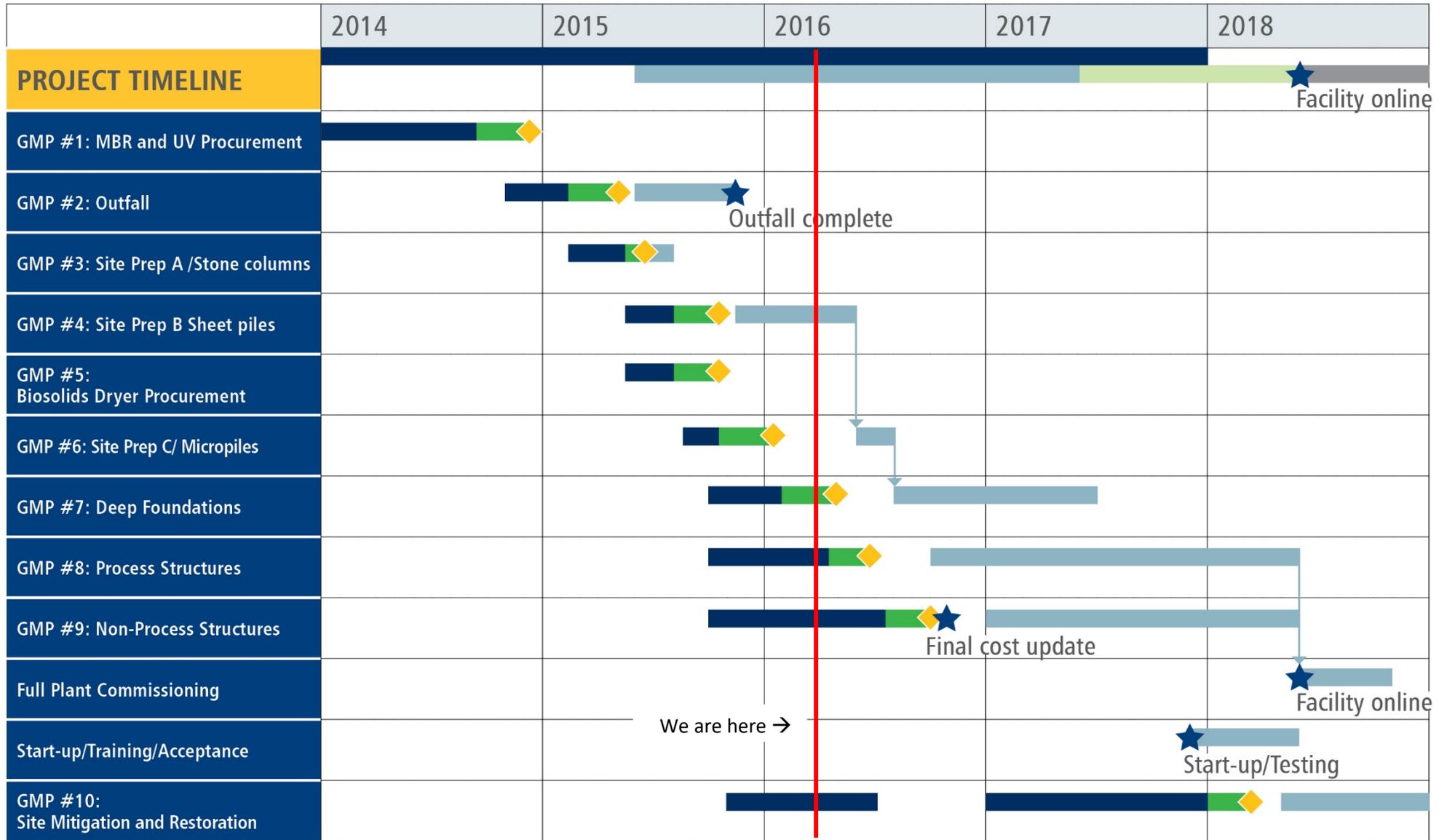
jstowell@oakharbor.org

Brett Arvidson P.E., Project Engineer

[360-914-7987](tel:360-914-7987)

barvidson@oakharbor.org

Schedule



**City of Oak Harbor
City Council Agenda Bill**

Bill No. 5.a.ii
Date: April 5, 2016
Subject: 2016 Marathon Update by Race
Director

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

None.

BACKGROUND / SUMMARY INFORMATION

Monthly updated regarding the 2016 Marathon event.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 8.a
Date: April 5, 2016
Subject: Clean Water Facility - General
Contractor/Construction Manager
GMP Amendment #7

FROM: Cathy Rosen, Public Works Director and Joe Stowell, City Engineer

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Bob Severns, Mayor
- ⊙ Doug Merriman, City Administrator/Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Authorize the Mayor to sign AIA Document A133 – 2009 Exhibit A (GMP #7) in the amount of \$9,355,969 plus Sales Tax (\$813,969) with Hoffman Construction for Deep Concrete Work at Area 30 and Miscellaneous Changes.

BACKGROUND / SUMMARY INFORMATION

The Clean Water Facility project has been broken into multiple packages to take advantage of the General Contractor/Construction Manager (GC/CM) process. Deep Concrete Work at Area 30 (GMP#7) is the next phase of construction which constructs the foundation and walls for the Membrane Building (Area 30). The work involves placing approximately 5300 yds. of concrete in 10 months. The work also involves additional excavation and tie-backs to accommodate underslab piping associated with the structure. This GMP essentially brings the Membrane building to grade and keeps the project on the critical path.

In addition to the concrete structural work, GMP #7 includes the following changes or additions to the scope of work:

- Changes to GE/Zenon Equipment Package (GMP #1) arising from the submittal review process. Several items are being added or deducted from the contract which results in project savings and improved operational flexibility.
- This GMP also funds a change of condition that occurred when the sheet pile contractor encountered large erratic rocks and had to shatter them.
- Several allowances were established to deal with water testing, crack repair, and future mechanical detailing.
- This GMP also funds the emergency repair of the surge tank at the existing treatment plant which will be funded as an operational cost.

Hoffman is proposing to perform the concrete work on a Self-Perform Basis as allowed by RCW 39.10. The concrete work will be on a time and materials basis with a not to exceed amount of \$5,444,830. To ensure cost efficiency, performance measures have been incorporated into the contract document. KBA

and staff will be monitoring the progress on a daily, weekly and monthly basis. The City's construction manager KBA has performed an independent cost evaluation as required by RCW 39.10350 (e) and found the project cost acceptable (Attachment C).

In accordance with the base agreement with Hoffman Construction, a Guaranteed Maximum Price Agreement (GMP #7) was prepared by Perkins Coie, the contracted legal counsel for the project (Attachment A). This GMP amount includes the direct cost of the work, Negotiated Support Services, contingency, GC/CM fee, and Specified General Conditions. These amounts are summarized in Attachment B. At the advice of Perkins Coie, GMP Amendments do not specifically state the Sales Tax amounts but those amounts are included in the contract.

GMP #7 totals to \$9,355,968 plus \$813,969 in Sales Tax. The budget for this work is included in the overall Clean Water Facility Project Budget.

Hoffman GC/CM Contract Summary:

- July 1, 2014 – Base agreement approved by council
 - o Base agreement included the bid GC/CM fee of 4.28% on constructed work.
 - o Base agreement also included up to a maximum of \$790,050 for preconstruction services.
- December 2, 2014 - GMP#1 approved by council for early procurement of Membrane Bioreactor (MBR) and Ultraviolet Disinfection equipment for an amount of \$2, 533,317.
- April 21, 2015-GMP #2 approved by council for construction of the Outfall Diffuser in the amount of \$2,337,687.
- June 16, 2015—GMP #3 approved by council for construction of Site Prep B in the amount of \$908,872
- October 20, 2015 GMP #4 was approved by Council for construction Site Prep B
- October 20, 2015 GMP #5 was approved by Council for procurement of a Solids Dryer Prep B
- January 19, 2016 GMP #6 was approved by Council for construction Site Prep C
- Anticipated Subsequent GMP Components as follows will be combined for the total project GMP:
 - o Additional early equipment procurement (mechanical equipment, data processing equipment, etc.)
 - o Process Building construction
 - o Non-Process Building Construction
 - o Site work improvements (landscape, parking, etc.)

FISCAL IMPACT

Funds Required: \$9,355,968 + Sales Tax (\$813,869)

Appropriation Source: Wastewater Fund

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

12-3-2013 – City Council adopted Resolution 13-32 directing staff to pursue GC/CM as the delivery method for the new wastewater treatment plant.

12-17-2013 - City Council adopted Ordinance 1682 amending Oak Harbor Municipal Code to include a provision for alternative project delivery methods.

2-18-2014 – City Council authorized staff to advertise a request for qualifications (RFQ) to select a General Contractor / Construction Manager (GC/CM) for the new wastewater treatment plant project.

2-18-2014 – City Council authorized the Mayor to sign and submit the Application for Project Approval – GC/CM Delivery for construction of the new wastewater treatment plant to the State of Washington Capital Projects Advisory Review Board – Project Review Committee.

7-1-2014 – City Council authorized the Mayor to sign the A-133 agreement with Hoffman Construction in connection with the new wastewater treatment plant (WWTP) project.

12-2-14 – City Council authorized GMP #1 for procurement of Membrane Bioreactor (MBR) and Ultraviolet (UV) equipment in the amount of \$2,553,317.00.

4-21-15 – City Council authorized GMP #2 for construction of the wastewater outfall in the amount of \$2,337,687.

6-16-15 – City Council authorized GMP #3 for construction of Site Preparation A in the amount of \$908,872.

10-20-15 – City Council authorized GMP #4 for construction of Site Preparation B in the amount of \$5,109,549.

10-20-15 – City Council authorized GMP #5 for procurement of the Solids Dryer in the amount of \$2,028,222.

1-19-16 – City Council authorized GMP #6 for procurement of the Site Preparation C in the amount of \$3,966,503.

CITY COUNCIL WORKSHOPS

11-13-2013 – Project funding and alternative project delivery were discussed.

11-19-2013 – Project delivery options were discussed.

02-26-2014 – Established the GC/CM contractor selection and review team.

06-25-2014 – Selection of the GC/CM was discussed.

11-19-2014 – GMP#1 bids for UV and MBR were discussed

04-07-2015 – Council review of the 30% cost estimate

05-17-2015 – Council review of site selection process

05-27-2015 – Council review of GMP #3

09-30-2015 – Council review of the 60% Cost Estimate and solids options

03-23-2016 – Council presentation of GMP #7.

ATTACHMENTS

1. [Attachment A - A-133 - 2009 Exhibit A - Guaranteed Maximum Price Amendment \(GMP #7\)](#)
2. [Attachment B - GMP #7 Summary of Amendment Costs](#)
3. [Attachment C - KBA Cost Validation Letter](#)
4. [Attachment D - A-133 Agreement \(base agreement\)](#)
5. [Attachment E - A-133 - 2009 Guaranteed Maximum Price Amendment \(GMP #1\)](#)
6. [Attachment F - A-133 - 2009 Guaranteed Maximum Price Amendment \(GMP #2\)](#)
7. [Attachment G - A-133 - 2009 Guaranteed Maximum Price Amendment \(GMP #3\)](#)
8. [Attachment H - A-133 - 2009 Guaranteed Maximum Price Amendment \(GMP #4\)](#)
9. [Attachment I - A-133 - 2009 Guaranteed Maximum Price Amendment \(GMP #5\)](#)
10. [Attachment J - A-133 - 2009 Guaranteed Maximum Price Amendment \(GMP #6\)](#)



AIA[®]

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

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

Oak Harbor Clean Water Facility

THE OWNER:
(Name, legal status and address)

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Hoffman Construction Company of Washington
600 Stewart Street, Suite 1000
Seattle, Washington 98101

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

AIA Document A201™–2007, 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.

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to ~~establish a Guaranteed Maximum Price.~~ authorize the Construction Manager to proceed with the Work of Deep Concrete Work @ Area 30 & Misc. Changes and to establish a Guaranteed Maximum Price for the Deep Concrete Work @ Area 30 & Misc. Changes Work and related Negotiated Support Services and Specified General Conditions. The Owner and Construction Manager anticipate subsequent amendment(s) to the Agreement to establish a Guaranteed Maximum Price for the remainder of the Work. This is the Seventh GMP Amendment for this Project. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not ~~exceed.~~ exceed for the Deep Concrete Work @ Area 30 & Misc. Changes and related Negotiated Support Services and Specified General Conditions. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$ ~~)-~~ Nine Million Three Hundred Fifty-Five Thousand Nine Hundred Sixty-Eight Dollars (\$9,355,968.00) for the Deep Concrete Work @ Area 30 & Misc. Changes Work, which Contract Sum includes all related Negotiated Support Services, Specified General Conditions, Contingency, and the Construction Manager's Fee of 4.28%, subject to additions and deductions by Change Order as provided in the Contract Documents. Sales tax is not included in the above amount and will be added to the Cost of the Work.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Init.

See the Hoffman Construction Company GMP Amendment No. 7 Recapitulation for Deep Concrete Work @ Area 30 & Misc. Changes.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Subcontractor Payment and Performance Bond, included within the above price.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
<u>Structure Crack Injection</u>	<u>\$100,000.00</u>
<u>Structure Water Testing</u>	<u>\$50,000.00</u>
<u>Emergency Repair at Existing Surge Tank</u>	<u>\$45,000.00</u>
<u>Early Mechanical BIM Detailing and Spool Sheets HCC</u>	<u>\$75,000.00</u>

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See the Hoffman Construction Company GMP Amendment No. 7 Recapitulation for Deep Concrete Work @ Area 30 & Misc. Changes. Within this GMP Amendment, the "Concrete Foundations and Walls - Area 30 HSI" Work is on a time and materials basis with a not exceed amount of Five Million Four Hundred Forty-Four Thousand Eight Hundred Thirty Dollars (\$5,444,830.00).

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

- Hoffman Cost Summary for Deep Concrete Work @ Area 30 & Misc. Changes.
- Hoffman GMP No. 7 Project Schedule.

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

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Wastewater Treatment Secondary Building (Area 30) Foundation and Wall Package Technical Specifications dated January 2016, as updated through addenda.

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

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Wastewater Treatment Plant Secondary Building (Area 30) Foundation and Wall Package dated January 2016, as updated through addenda.

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Init.

Contractor shall employ performance and cost control in accordance with the letter from KBA dated March 22, 2016.

Construction Manager shall comply with Washington Department of Ecology funding requirements including the Water Pollution Control Revolving Fund Specifications Insert dated 10/30/13. Construction Manager will perform construction activities in accordance with the City of Oak Harbor Cultural Resources Memorandum of Agreement approved April 21, 2015.

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

December 29, 2017.

Executed this day of March, 2016.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Graehm C. Wallace, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 09:08:30 on 03/23/2016 under Order No. 1248342233_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



**City of Oak Harbor, Washington
Clean Water Facility Project**

Hoffman Project Number 5100014

15-Mar-16
Rev 1

**GMP Amendment No. 7 Recapitulation
Deep Concrete Work @ Area 30 & Misc. Changes**

Direct Cost of Work

Concrete Foundations and Walls -- Area 30 HSI	\$	5,444,830
Deep Concrete Structural Excavation and Backfill Pellco	\$	120,697
Underslab Piping at Area 30 TBD	\$	120,320
Aluminum Embedded edge angle at trenches WIW	\$	24,118
Additional Tie-backs at Sheet Piling - GL9 CJA	\$	90,000
Additional Tie-backs at Sheet Piling - GLA at sump CJA	\$	50,000
CE 0048 Additional MBR Cassette Support Beams GE-Zenon	\$	55,000
CE 0049 Remove 40hp VFD's from GE Scope GE-Zenon	\$	(8,408)
CE 0050 Remove Blower Starter from GE Scope GE-Zenon	\$	(25,988)
CE 0051 - Change MBR RIO Panels to Floor Mount GE-Zenon	\$	11,467
CE 0058 -- Increased MBR Hanger Arm Lengths GE-Zenon	\$	10,207
CE 0043 - Sheet Piling Obstruction Mitigation CJA,		
Pellco	\$	76,942
Allowance - Structure crack injection	\$	100,000
Allowance - Structure water testing	\$	50,000
Allowance - Emergency Repair at Exist. Surge Tank CE 0057	\$	45,000
Allowance -Early mechanical BIM detailing and Spool		
Sheets HCC	\$	75,000
Total Direct Costs	\$	6,239,185

Negotiated Support Services

Negotiated Support Services HCC	\$	1,307,264
Builders Risk -- Premium for Projected Total GMP Woodruff	\$	351,959
Additional Dewatering Well for Deep Excavation Pellco	\$	5,660
Corrosion Resistant Dewatering Pumps (Purchase -3ea) Mitchell	\$	10,070
Self Dumping Dirt Hoppers for Str. Exc. (purchase) 2 ea HCC	\$	22,116
Total NSS	\$	1,697,069

Total NSS and Direct Costs \$ 7,936,254

GMP Risk Contingency at 3.5%	\$	277,769
Owner Design Contingency at 2.0%	\$	158,725

Total Direct+NSS+Contingencies \$ 8,372,748

Specified General Conditions \$ 599,220

Sub-Total NSS and Spec Gen Conditions \$ 8,971,968

GCCM Fee at 4.28% \$ 384,000

Total GMP Cost \$ 9,355,968

Washington State Sales Tax @ 8.7% \$ 813,969

Total Amendment No 7 (Incl. Sales Tax) \$ 10,169,937

Previously Issued Amendments (Exclusive of WSST)

Preconstruction Services	\$	790,050
GMP Amendment No 1 -- Early Purchase MBR-UV	\$	2,553,317
GMP Amendment No. 2 - Outfall Construction	\$	1,991,249
GMP Amendment No. 3 - Site Prep A	\$	836,130
GMP Amendment No. 4 - Site Prep B	\$	5,109,549
GMP Amendment No. 5 - Solids Dryer	\$	2,028,222
GMP Amendment No. 6 -- Site Prep C	\$	3,966,503
Total GC/CM Contract with this Amendment w/o WSST	\$	26,630,988



**City of Oak Harbor Washington
Clean Water Facility Project**

Hoffman Project Number 5100014

GMP Amendment No 7 - Area 30 Foundation and Walls

**Negotiated Support Services Scope
40 Week Duration**

<u>Group</u>	<u>Code</u>	<u>Description</u>	<u>Sub</u>	<u>Amount</u>	<u>Comment</u>
					Remaining Premium on Summary
NSS	006088	Builders Risk Insurance (.01 TCC)		\$ -	
NSS	007001	Office manager (10 mos)		\$ 50,920.00	
NSS	007001	Job services / field supt - E Spicer (10 mos)		\$ 117,800.00	
NSS	007001	Bob Boyce -- BIM modeling (8 hours per week x 20 weeks)		\$ 16,000.00	
NSS	007012	Temp housing (40 weeks)		\$ 15,000.00	
NSS	007024	Construction and Aerial Photographs (10 mos)		\$ 5,000.00	
NSS	007026	Plans and Prints (10mos)		\$ 1,000.00	
TC	007061	Initial Tower Crane Rental		Incl w-amend 4	
TC	007065	Tower crane inbound freight		Incl w-amend 4	
TC	015200	Tower crane foundation concrete and reinforcing steel		Incl w-amend 6	
TC	015200	Tower crane isolation box design		Incl w-amend 6	
TC	015200	Tower crane footing excavation and subbase		Incl w-amend 6	
TC	015200	Tower crane footing stone columns (16 each)		Incl w-amend 6	
TC	007067	Tower crane erection		Incl w-amend 6	
TC	007067	Tower crane erection tech assist		Incl w-amend 6	
TC	007067	Tower crane test weight freight		Incl w-amend 6	
TC	007067	Tower crane erection assist cranes		Incl w-amend 6	
TC	007067	Tower crane initial inspection 3rd party		Incl w-amend 6	
TC	007067	Tower crane electrical 3rd party inspection		Incl w-amend 6	
TC	007067	Tower crane tower retorque		Incl w-amend 6	
TC	007069	Initial crane rigging supply		Incl w-amend 6	
NSS	015750	Tower crane operator (7/19/16 - 6/1/17)	Garner	\$ 213,360.00	
NSS	015750	Rigger / Bellman for tower crane (7/19/16 - 6/1/17)	Garner	\$ 208,080.00	
NSS	na	Tower crane foundation sheet piling impacts		Incl w-amend 6	
TC	007067	Tower Crane Embed Anchor		Incl w-amend 6	
TC	015100	Tower Crane Temporary Power Supply		Incl w-amend 6	
NSS	007061	RT Crane for duration of Micropile Work (16 weeks)		Incl w-amend 6	
NSS	007065	Transport Equipment (10 mos)		\$ 30,000.00	
NSS	007065	RT Crane mob/demob		Incl w-amend 6	
NSS	007069	Small Tools (10 months)		\$ 8,000.00	
NSS	015750	Operator for RT Crane (4/4/16 - 7/31/16) - 16 weeks		Incl w-amend 6	
NSS	007061	RT Forklift (8000#) Third Party (40 weeks)		\$ 20,000.00	
NSS	007060	Job Services Pickup		w-spec GC	
NSS	007060	Radio rental extension - 4 units (40 weeks)		\$ 3,040.00	
NSS	007060	Additional radios (4ea x 40 weeks)		\$ 3,040.00	Add radios for operators and bellman
NSS	007060	Material basket (little ricky) 40 weeks rental		\$ 1,500.00	
NSS	007060	Tip dumpsters for debris and recycle hndl (4 each x 40 weeks)		\$ 24,000.00	
NSS	007063	Gas Oil and Maint		\$ 35,188.00	
NSS	007081	Sales and Use Tax		\$ 17,701.00	
NSS	007098	Computer Charges (40 weeks)		\$ 4,000.00	
NSS	015940	Extension of Answering Service (130/month for 10mos)	Answering Innovations	\$ 1,300.00	
NSS	010500	Ming Survey \$95/hr st and \$117/hr ot (1600hrs ST and 160hrs OT)	Ming	\$ 127,200.00	Half time 2 man crew, 2 hours OT / week 75% of period

<u>Group</u>	<u>Code</u>	<u>Description</u>	<u>Sub</u>	<u>Amount</u>	<u>Comment</u>
NSS	007024	Orthographically corrected aerial photos for Design	Soundview	Incl w-amend 6	
NSS	015300	Watercade Barrier at Wells Fargo (212lf) 10 months	Yard	\$	5,610.00
NSS	015300	Fence Rental Extension (10 months)	United	\$	5,750.00
NSS	015180	Temp Water Service (10 months)		\$	1,600.00
NSS	015200	Temporary Structure Construction and Maint (10 months)		\$	20,000.00
NSS	015220	Temp Road Maint		\$	8,000.00
NSS	015240	Temp Work Base Maintenance (10 months)		\$	28,000.00
NSS	015280	First Aid / Water Stations (2 each additional- Purchase)	Yard	\$	1,500.00
NSS	015280	First Aid Station Maintenance & Supply (10 months)		\$	3,000.00
NSS	015280	Safety Glasses, Gloves, Hearing Protection (10 months)		\$	5,000.00
		Temporary Electric			
NSS	015100	-- Power and lighting distribution maintenance, 10 months		\$	10,000.00
TC	015100	Tower crane -- transformer and drop off existing pole, 300'		Incl w-amend 6	
NSS	015100	North side site power fed from Whidbey Island Bank Bldg Valley		Incl w-amend 6	
NSS	015100	Temporary electric service to jobshack area		Incl w-amend 6	3ea 4" conduits x 200f
NSS	007060	Temporary power PDU's (3 each , 40 weeks)		\$	16,875.00
NSS	015150	Temp Sanitation (Latrines, wash station x 40 weeks)		\$	82,000.00
NSS	015180	Backflow preventer and meter on water service		By COH	
NSS	015940	Inkjet plotter -- field office		Incl w-amend 6	
NSS	015200	Coiling door installation at North Side of WIB		Incl w-amend 6	
NSS	015200	Extension of stair tower rental (40wks)		\$	12,000.00
NSS	015200	Installation of second stair tower		Incl w-amend 6	
NSS	015200	Extension of Second stair tower rental (40 weeks)		\$	12,000.00
NSS	015200	Prefabricated dumpster access platform		Incl w-amend 6	
NSS	015200	Concrete pad at dumpster access 12'x24'x4"		Incl w-amend 6	
NSS	015220	Street Sweeper (2x per week - 40 weeks)		\$	20,000.00
NSS	015282	Drug Tests (180 ea)		\$	15,300.00
NSS	015800	Signage (10 mos)		\$	8,000.00
NSS	015920	Field Office Equip and Supply (10 months)		\$	9,500.00
NSS	015940	Phone and Postage (10 mos)		\$	5,000.00
NSS	017990	Job Services (40 weeks, one individual)		\$	136,000.00
				<hr/>	
				\$	1,307,264.00

Specified General Conditions & Staffing

	Weeks	Weekly Rate	Total
Trevor Thies	30	\$ 3,270	\$ 98,100
Bryan Shirley	40	\$ 3,818	\$ 152,720
Ben Larson	40	\$ 2,745	\$ 109,800
Kevin Ryan	40	\$ 2,840	\$ 113,600
			<u>\$ 474,220</u>
Other LS GC			\$ 125,000
Total Specified GC			<u><u>\$ 599,220</u></u>

RFFP Total: \$ 2,007,490		
Total Specified GC's Included to Date by Amendment		
	Amount	% of Total
Amendment 1	\$ -	0%
Amendment 2	\$ 108,034	5%
Amendment 3	\$ -	0%
Amendment 4	\$ 162,180	8%
Amendment 5	\$ -	0%
Amendment 6	\$ 147,112	7%
<i>Amendment 7</i>	<u>\$ 599,220</u>	<u>30%</u>
Total To Date	<u>\$ 1,016,546</u>	<u>51%</u>



3/22/2016

Brett Arvidson, PE
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

Re: Oak Harbor – Clean Water Facility

Dear Mr. Arvidson:

This letter serves to confirm that the accuracy of the costs that Hoffman Construction (Hoffman) used to estimate the overall cost of proposed GMP Amendment No. 7, are reasonably acceptable.

KBA performed an independent quantity estimate (i.e., takeoff) to check the volume of concrete, weight of reinforcing steel and surface contact area for formwork. KBA obtained two independent quotes for the cost of concrete. Three competitive bids for the furnishing and installation of reinforcing steel were also reviewed. Labor rates were checked against local area prevailing wage rates. Hoffman's proposed construction schedule was evaluated and the proposed schedule duration of 45 weeks was found to be a reasonable amount of time to perform the Work.

The total cost of the self-performed work does not exceed 50% of the current contract value, which is the maximum percentage of self-performed work allowed by RCW 39.10.370(7)(c).

KBA's recommendation is to accept Hoffman's final cost estimate of \$5,444,830 (excluding Washington State Sales Tax) for proposed GMP Amendment No. 7.

It is also recommended that the Work and General Conditions should be tracked and paid on a time-and-material basis.

Analysis of Hoffman's cost estimate was performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.

Please contact K Adams or myself if you have any comments or questions.

Sincerely,
KBA, Inc.

A handwritten signature in black ink, appearing to read "Chad Oxford", is written over a faint, larger version of the same signature.

Chad Oxford, PE



AIA® Document A133™ – 2009

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

AGREEMENT made as of the ___ day of _____ in the year 2014
(In words, indicate day, month and year.)

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

• City of Oak Harbor
• 865 SE Barrington Drive
• Oak Harbor, Washington 98277

and the Construction Manager:
(Name, legal status and address)

• Hoffman Construction Company of Washington
• 1505 Westlake Avenue N., Suite 500
• Seattle, Washington 98109

for the following Project:
(Name and address or location)

• Oak Harbor Clean Water Facility

~~The Architect:~~ The Architect (which refers to the following engineer):
(Name, legal status and address)

Carollo Engineers
1218 Third Avenue, Suite 1600
Seattle, Washington 98277

The Owner's Designated Representative:
(Name, address and other information)

John Piccone
Project Engineer
865 SE Barrington Drive
Oak Harbor, Washington 98277

The Construction Manager's Designated Representative:
(Name, address and other information)

Trevor Thies
Senior Project Manager
Hoffman Construction Company of Washington
1505 Westlake Avenue N., Suite 500
Seattle, Washington 98109

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

AIA Document A201™-2007, 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.

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User Notes:

(2020569963)

The Architect's Designated Representative:
(Name, address and other information)

Brian Matson
Carollo Engineers
1218 Third Avenue, Suite 1600
Seattle, Washington 98277

The Owner and Construction Manager agree as follows.

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2

(2020569963)

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2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
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5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
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11	MISCELLANEOUS PROVISIONS
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ARTICLE 1 GENERAL PROVISIONS

§ 1.0 DEFINITIONS

§ 1.0.1 The Agreement is this revised A133-2009 Agreement between Owner and Construction Manager.

§ 1.0.2 An Allowance is a stated amount included in a Guaranteed Maximum Price ("GMP") for a stated part of the Work that is not fully defined and/or quantified at the time the GMP is established. When that part of the Work is adequately defined and/or quantified, the GMP will be adjusted to account for the difference between the Allowance and the actual or estimated Cost of the Work for that item in an amount that is mutually agreeable to the Owner and Construction Manager. Following the adjustment, that part of the Work will no longer be an Allowance item.

§ 1.0.3 An Application for Payment is described in Section 9.3 of the revised General Conditions and Section 7.1 of this Agreement. There will be separate Applications for Payment for each Component. An Application for Payment is generally a document the Construction Manager submits to the Owner and the Architect itemizing amounts due for and operations completed in a Component in accordance with the Contract for Construction.

§ 1.0.4 The Architect, listed above, is the entity with which the Owner has contracted in a separate agreement; the Architect is described in Section 3.3 of this Agreement and defined in Section 4.1 of the revised General Conditions. The "Architect" may be a licensed engineer rather than an architect.

§ 1.0.5 A Change Order is defined in Section 7.2.1 of the revised General Conditions and is generally a written instrument prepared by the Architect and signed by the Owner, the Construction Manager and the Architect that modifies the Contract for Construction and states their agreement upon a Change in the Work, the amount of the adjustment, if any, in the GMP; and the extent of the adjustment, if any, in the Contract Time.

§ 1.0.6 A Claim is defined in Section 15.1.1 of the revised General Conditions and generally consists of a demand or assertion by one of the parties seeking, as a matter of right, adjustments or interpretations of Contract terms, payment of money, extension of time or other relief. The term "Claim" includes disputes and matters in question between the Owner and the Construction Manager arising out of or relating to the Contract Documents.

§ 1.0.7 A Component is a defined portion of the Project for which there is a separate GMP Amendment that contains a GMP and Contract Time for the Component.

Init.

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User Notes:

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§ 1.0.8 A Construction Change Directive is defined in Section 7.3 of the revised General Conditions as a written order prepared and signed by the Architect and the Owner, with or without the agreement of the Construction Manager, directing the Construction Manager to perform a change in the Work, or perform Work the Construction Manager contends to be a change in the Work, prior to agreement of the basis for adjustment, if any, to the Contract for Construction.

§ 1.0.9 The Construction Manager is the entity identified above as the party to this Agreement responsible for performing the Preconstruction Services and, upon successful negotiation and execution of a GMP Amendment for a Component, responsible for construction of the Work in that Component through its own services as well as through Subcontractors. The Construction Manager is identified as the "Contractor" in the General Conditions and shall provide the services of a General Contractor/Construction Manager as defined in RCW 39.10, including its 2014 Heavy Civil amendments.

§ 1.0.10 A Construction Phase is defined in Section 2.3 of this Agreement and any Special Conditions, and generally consists of the period of the Contract during which the Construction Manager performs construction of the Work on a Component after the earlier of execution of the GMP Amendment for that Component or the Owner's issuance of a Notice to Proceed with that Component.

§ 1.0.11 The Construction Schedule is the schedule defined in Section 3.10 of the revised General Conditions and prepared, revised and utilized by the Construction Manager for its performance under the Contract for Construction.

§ 1.0.12 The Contract Documents are defined in Section 1.1.1 of the revised General Conditions and Section 1.1 of this Agreement, and generally consist of this revised A133-2009 Agreement between Owner and the Construction Manager and its attachments and exhibits, the revised A201-2007 General Conditions and other conditions of the Contract, Drawings, Specifications, Addenda, other documents listed in this Agreement and Modifications and Amendments issued after execution of the Contract.

§ 1.0.13 The Contract for Construction (sometimes referred to as the Contract) is the agreement between the Owner and the Construction Manager and is formed by the Contract Documents.

§ 1.0.14 The Contract Sum is defined in Section 5.1 of this Agreement and Section 9.1 of the revised General Conditions that the Owner agrees to pay the Construction Manager for its performance of the Work in a Component under the Contract for Construction. The Contract Sum consists of the Cost of the Work for a Component as well as the Construction Manager's Fee, and it shall not exceed the GMP. Neither the Preconstruction Services Cost nor the sales tax is included in the Contract Sum.

§ 1.0.15 The Contract Time is the time defined in Section 8.1.1 of the revised General Conditions and specified in a GMP Amendment to achieve Substantial Completion of the Work of a Component.

§ 1.0.16 The term Contractor means the Construction Manager.

§ 1.0.17 The Cost of the Work is the amount defined in Article 6 of this Agreement reasonably and necessarily incurred by the Construction Manager in the proper performance of the Work of a Component under the Contract for Construction. The Costs of the Work are to be separately recorded for each Component. The Cost of the Work includes the Subcontractor bid packages, Negotiated Self-Performed Work, the Specified General Conditions and the Negotiated Support Services but does not include the Construction Manager's Fee or sales tax on progress payments.

§ 1.0.18 The Design Development documents include all design documents from the conceptual level and through the 30%, 60%, and 90% levels of completion, and include the procurement documents for all equipment, including but not limited to the Ultraviolet Disinfection and Membrane Bioreactor equipment. Contractor shall review Design Development documents at all levels of completion, and such review shall be a first order of priority following the execution of this Agreement.

§ 1.0.19 Drawings are defined in Section 1.1.5 of the revised General Conditions and generally are the graphic and pictorial portions of the Contract Documents showing the design and location of the Work, and generally include plans, elevations, sections, details, dimensions, schedules and diagrams.

§ 1.0.20 The Estimated Cost of the Work ("ECW") generally consists of the sum to which the Owner and the Construction Manager agree in writing as an estimate of the Cost of the Work reimbursable under Article 6 of this Agreement for a Component, including but not limited to the Subcontractor bid packages, Negotiated Support

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Services, the Specified General Conditions, the Negotiated Self-Performed Work for that Component. The ECW does not include the Contingency, the Construction Manager's Fee, Preconstruction Services, or sales tax on progress payments. A final ECW for each Component will be established as part of the GMP negotiation in accordance with this Agreement.

§ 1.0.21 The Construction Manager's Fee is the amount specified in a GMP Amendment based on the calculation contained in Section 5.1.1 of this Agreement that the Construction Manager is to receive under this Contract in addition to the Cost of the Work for its performance of the Work in a Component. The Fee compensates the Construction Manager for all aspects of its performance other than the Cost of the Work, and it includes its profit and all overhead expenses not otherwise reimbursable under this Agreement, including home office overhead and all taxes except sales tax on progress payments. The Fee is applied to the Costs of the Work, including the Specified General Conditions, the Negotiated Support Services, and the Negotiated Self-Performed Work.

§ 1.0.22 Final Completion is defined in Section 9.10.1 of the revised General Conditions and generally occurs when the Owner finds that the Work in a Component has been concluded, the required occupancy permit has been issued, the commissioning process and any validation process have been successfully concluded, incidental corrective or punch list work and final cleaning have been completed, the Construction Manager has submitted or delivered all specified items, the Construction Manager has submitted a final Application for Payment for the Component, and the Owner has approved a final Application for Payment for the Component. Final Completion may separately occur for each Component that is part of the entire Work.

§ 1.0.23 The General Conditions of the Contract are defined in Section 1.3 of this Agreement and are the revised 2007 Edition of AIA Document A201, General Conditions of the Contract for Construction, which is incorporated herein by reference. All references to the A201 General Conditions in the Contract Documents are to the revised document.

§ 1.0.24 Guaranteed Maximum Price ("GMP") for a Component is defined in Section 2.2, described in Section 5.2 of this Agreement, and established in a GMP Amendment. The GMP is based on an estimate of the Contract Sum for a Component. The GMP consists of the sum that the Owner and the Construction Manager establish in a GMP Amendment, separately for each Component, as the fixed limit for all Costs of the Work reimbursable under Article 6 of this Agreement, the Contingency, and the Construction Manager's Fee. A GMP does not include sales tax on progress payments or the Preconstruction Services Cost. The Owner is not obligated to pay the Construction Manager more than the GMP for the performance of the Work in a Component.

§ 1.0.25 A GMP Amendment is described in Section 2.2.6 of this Agreement and generally is an amendment to this Contract setting forth the Guaranteed Maximum Price for a Component, the information and assumptions upon which it is based, and separate amounts for the Negotiated Self-Performed Work to be performed in the Component, for the Negotiated Support Services and for the Specified General Conditions for the Component, the Contract Time for the Component, and other information upon which the parties agree.

§ 1.0.26 Heavy Civil Work is Work defined in RCW 39.10.210 as a civil engineering project, the predominant features of which are infrastructure improvements.

§ 1.0.27 Negotiated Self-Performed Work is Heavy Civil Work (and Work directly related thereto) that the Construction Manager performs by or through its own forces as specified in a GMP Amendment for a Component. The Owner must approve all categories of Negotiated Self-Performed Work. The Owner shall reimburse the Construction Manager for the Costs of the Work of Negotiated Self-Performed Work for a Component, which, when added to other Costs of the Work for the Component, shall not exceed the GMP. Negotiated Self-Performed Work does not include Negotiated Support Services or Specified General Conditions. The combined Costs of the Work for Negotiated Self-Performed Work for all Components shall not exceed fifty percent (50%) of the Costs of the Work for all Components. The Owner may restrict the amount of Negotiated Self-Performed Work to a lower percentage of the Cost of the Work.

§ 1.0.28 Negotiated Support Services are defined in Section 6.7.5 of this Agreement and generally are items the Construction Manager normally would manage or perform on the Work in a Component, including, but not limited to, surveying, hoisting, temporary toilets, temporary heat, cleanup and trash removal, street cleaning, maintenance of traffic on public street and roads, and Builder's Risk insurance. Approved Negotiated Support Services are reimbursable, consistent with the Contract Documents, to the extent they are Costs of the Work within the GMP. There is a separate Negotiated Support Service amount for each Component.

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§ 1.0.29 The Notice to Proceed is described in Section 2.3.1 of this Agreement and is generally a written notice the Owner submits to the Construction Manager that initiates the Construction Phase for that Component and generally permits construction, or a designated portion thereof, to commence upon the Construction Manager's compliance with conditions expressed in the notice. A Notice to Proceed will not be effective until the Construction Manager has provided certificates of insurance for all insurance the Construction Manager is required to provide by the Contract Documents. There may be separate Notices to Proceed for each Component.

§ 1.0.30 The Owner's Designated Representative, identified above, is a representative but not agent of the Owner. His or her duties and responsibilities are specified in the Contract Documents. The Owner's Designated Representative is not empowered to waive any terms or conditions of the Contract Documents. The Owner's Designated Representative may commit the Owner to additional costs or time but only with the concurrence of the city engineer or public works director and only up to the limit of the management reserve if so authorize by the owners city council. The Owner's Designated Representative may appoint personnel to perform various functions on behalf of the Owner, such as a construction administration manager. Such personnel may or may not be an employee of the Owner.

§ 1.0.31 The Preconstruction Phase is defined in Section 2.1 and generally consists of the initial portion of the Construction Manager's services and performance under the Contract prior to execution of a GMP Amendment for a Component and issuance of a Notice to Proceed with a Component. Preconstruction Services may continue for subsequent Components after the Construction Phase commences for a prior Component.

§ 1.0.32 The Preconstruction Services generally consist of those services provided by the Construction Manager under Sections 2.1 and 2.2 of this Agreement.

§ 1.0.33 The Preconstruction Services Cost is defined in Section 4.1.2 of this Agreement and is the compensation payable by the Owner to the Construction Manager for Preconstruction Services.

§ 1.0.34 The Project is defined on the cover page above and in Section 1.1.4 of the revised General Conditions. The Project includes all its Components.

§ 1.0.35 The Project Team consists of the Construction Manager, the Owner, and the Architect, and all consultants and Subcontractors of any tier employed or retained by each of them.

§ 1.0.36 Specifications are defined in Section 1.1.6 of the revised General Conditions and generally consist of the 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.

§ 1.0.37 Specified General Conditions are defined in Article 6 and generally mean certain selected general conditions work and services specified in the Contract Documents to be provided by the Construction Manager for the fixed Specified General Conditions price as a part of the Cost of the Work for each Component. The Specified General Conditions are to be performed by the Construction Manager with its own forces in most instances. The Specified General Conditions include the Preconstruction Services on a Component that occur after the GMP is established for that Component through execution of the GMP Amendment for the Component. The Specified General Conditions include but are not limited to all costs associated with the subcontractor bidding process, such as developing solicitations, site tours, responding to questions from bidders, providing a bid opening facility, bidding in accordance with the requirements of the Contract Documents and subcontract award. Reproduction of bid sets as required for bidding is not included in the Specified General Conditions. The Specified General Conditions shall be allocated among the Components in the GMP Amendments.

§ 1.0.38 The Subcontracting Plan is defined in Section 2.1.6 and is prepared by the Construction Manager for the Owner's approval prior to conclusion of the Design Development phase. It addresses each Component and identifies all proposed subcontract bid packages, any contemplated alternative subcontractor selection process permitted by RCW 39.10, all subcontract bid packages for which the Construction Manager expects to compete, all subcontractor scopes of work, all Negotiated Self-Performed Work, the allocation of Negotiated Support Services and Specified General Conditions to the Components, the timing of solicitation of subcontractor bids for the packages to meet the Construction Schedule, major coordination issues with other packages, and means to enhance the opportunity for local businesses to participate in performing the Work.

§ 1.0.39 A Subcontractor is defined in Section 5.1 of the revised General Conditions and is generally a person or entity that has a direct contract with the Construction Manager. A Subcontractor of any tier is a Subcontractor or a

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lower tier subcontractor that performs a portion of the Work of the Project at the site or supplies materials or equipment.

§ 1.0.40 Substantial Completion is defined in Section 9.8.1 of the revised General Conditions. The date of Substantial Completion is established in the GMP Amendment for each Component and generally is the stage in the progress of the Component (or other portion thereof designated and approved by the Architect and the Owner) when the construction of a Component is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy or utilize the Work (or portion thereof designated by the Owner) in a Component for its intended use, subject to commissioning, in accordance with Section 9.8 of the revised General Conditions. There may be separate Dates of Substantial Completion specified in the Contract Documents for each Component and/or for various phases or portions of the Work.

§ 1.0.41 The Work is defined in Section 1.1.3 of the revised General Conditions and generally means the construction and services performed in a Construction Phase as 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 Construction Manager to fulfill its obligations for a Component.

§ 1.1 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 the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment for a Component and revisions prepared by the Owner with the assistance of the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient and competent construction administration, management services and supervision; to furnish at all times an adequate supply of qualified, competent and experienced workers and of materials; and to perform the Work in an expeditious-expeditious, workmanlike and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The parties shall endeavor to promote harmony and cooperation among the Owner, the Architect, the Construction Manager, and other persons or entities employed by them to the fullest extent possible in order to further the interests of the Owner in the Project and to effect prompt and successful completion of the Project and its Components within the requirements of the Contract Documents, the Contract Time and the GMP.

§ 1.3 General Conditions

For the Preconstruction ~~Phase, Phases~~, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction ~~Phase, Phases~~, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 1.4 The Construction Manager shall perform the Preconstruction Services, shall be responsible for coordinating the activities of construction during a Construction Phase if a GMP Amendment is signed for that Component, shall be fully responsible for discharging all of the Construction Manager's obligations under the Contract Documents, and, during the Preconstruction and Construction Phases, shall advise and work with other members of the Project Team to make recommendations for alternate or substitute technologies, construction techniques, methods and practices based on maintainability and durability as well as cost savings, time saving and/or other related efficiencies. The Owner will be responsible for coordinating the activities of the Project Team during the Preconstruction Phase.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall participate as a part of the Project team to provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

.1 The Construction Manager shall jointly schedule and conduct meetings with the Architect and Owner on a weekly basis to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall actively and cooperatively advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also actively and collaboratively provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements-requirements, sequencing and scheduling for procurement, installation and construction; and phasing and site work planning; traffic planning; factors related to construction quality, local market trends, bidding strategies, maintainability and durability; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions and value analysis.

.2 **Design Review.** The Construction Manager shall review the Design Development Documents and Construction Documents, Specifications, and other Contract Documents as they are developed and completed. The Construction Manager shall also review all other documents provided by the Owner, including but not limited to the Facilities Plan, associated environmental documents, and all record drawings of existing facilities. The Construction Manager shall promptly report in writing to the Owner and the Architect any errors, inconsistencies, incomplete information or other questions or deficiencies that the Construction Manager has discovered and that need to be resolved for the successful completion of the Work, paying particular attention to coordination issues. Design review activities are to be a cooperative and collaborative effort with the Architect and its consultants. The Construction Manager shall recommend changes and alternatives to the Architect, without, however, assuming any of the Architect's design responsibilities, except to the extent the Construction Manager or a Subcontractor performs design-build services.

.3 **Constructability.** The Construction Manager shall work with the Owner and Architect to prepare a constructability plan for the Project to reduce cost, save time, improve quality, reduce risk and improve the overall process of Project delivery. Key objectives of the constructability program will include creation and maintenance of a well-planned, safe, effective, cooperative and mutually beneficial work environment for all participants. A primary objective of these efforts will be to assist the Owner to ensure that the final GMP for a Component does not exceed the Owner's budget for that Component and the Project and its Components are completed on time. The Construction Manager shall perform actions designed to minimize adverse effects of labor or material shortages or delays; time requirements for procurement, installation and construction completion; and factors related to construction cost. As part of this effort, the Construction Manager shall participate in and provide written comments as a part of formal constructability reviews throughout all phases of the Design Development Documents and shall confirm prior to solicitation of the first subcontract bid package that a constructability analysis has been performed.

.4 **Value Analysis.** The Construction Manager will participate in value analysis of the Design Development documents and on a continuing basis with the Architect in subsequent phases up to 90% Construction Documents. At the completion of each of its reviews, the Construction Manager will provide the Owner and Architect with a formal record of its findings and recommendations. The Architect and the Construction Manager will brief the Owner and any value engineers and answer their questions to determine the advisability of changes in the design documents. Value analysis will include

selecting building systems, with final selection of systems to occur prior to the start of the Construction Documents Phase.

- .5 Site Investigation. The Construction Manager shall suggest to the Owner and shall perform as agreed with the Owner and as a non-labor cost under Section 4.1.2, site investigation to assist in development of the design and construction planning.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, and by no later than 30% of the Design Development phase, the Construction Manager shall prepare and periodically update at each level of Design Development a Project schedule for the Architect's and Owner's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's and Owner's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; proposals; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner. The Construction Manager will be responsible for the Construction Schedule, including a plan for construction of the Components as defined in the Contract Documents.

§ 2.1.4 Phased Construction

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

§ 2.1.4.1 The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration occupancy needs, cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.4.2 It is likely that the entire Work of the Project will be divided into several Components, each of which will be instituted through a separate GMP Amendment for that Component. A GMP Amendment for a Component will include its respective GMP, fixed-Fee calculation, Contract Time, and specific portions of the Negotiated Support Services, Specified General Conditions, and Negotiated Self-Performed Work for that Component. The Owner may, but is not required, to contract with the Construction Manager for one or more of the Components.

§ 2.1.5 Preliminary Cost Estimates

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

§ 2.1.5.2 For each component, the Construction Manager will prepare detailed cost estimates in collaboration with the Architect and the Owner at each level of the Design Development Phase, including a "GMP Estimate" when the Construction Documents are 90% complete, and following completion of the Construction Documents Phase. As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work for each Component of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's and Owner's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action, including participation in preparing a list of proposed cost savings equal to or greater than the overage, and the Architect will, if authorized by the Owner, modify the design to meet the Owner's budget.

§ 2.1.5.3 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect, including participation in

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preparing a list of proposed cost savings equal to or greater than the overage, and the Architect will, if authorized by the Owner, modify the design to meet the Owner's budget.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project. § 2.1.6.1 The Construction Manager shall develop bidders' interest in the Project. The Construction Manager shall prepare and submit a construction management and subcontracting plan ("Subcontracting Plan") to the Owner and the Architect for approval prior to conclusion of the Design Development phase. The Subcontracting Plan shall, for and within each Component, identify:

- .1 All subcontract bid packages, specifying those upon which the Construction Manager or its affiliates intend to bid;
- .2 The timing of solicitation of bids for the packages to meet the Construction Schedule;
- .3 Major coordination issues with other packages;
- .4 The scope of work and cost estimates for each bid package;
- .5 Whether the Construction Manager intends to select a mechanical Subcontractor, an electrical Subcontractor, or both, in accordance with the alternative procedure specified in RCW 39.10.385.
- .6 Proposed scopes of work and estimated costs for the Negotiated Self-Performed Work in each Component demonstrating that the combined Cost of the Work for Negotiated Self-Performed Work in all Components shall not exceed fifty percent (50%) of the total Cost of the Work for all Components;
- .7 The basis used by the Construction Manager to develop all cost estimates, including the Negotiated Self-Performed Work in each Component;
- .8 The allocation of Negotiated Support Services and Specified General Conditions for each Component; and
- .9 The Construction Manager's updated outreach plan and means to enhance the opportunity to participate of local businesses, small business entities, disadvantaged business entities, and any other disadvantaged or underutilized businesses as the Owner may designate in the public solicitation of proposals, as Subcontractors and suppliers for the Project (e.g., through development of small and multiple subcontract bid packages).

§ 2.1.6.2 As a part of the negotiation of the GMP for a Component, the Owner and the Construction Manager shall negotiate the items in Section 2.1.6.1. At least thirty percent (30%) of the total sum of the ECW less Specified General Conditions for all Components must be procured through subcontract bid packages in which bidding by the Construction Manager or its subsidiaries is prohibited.

§ 2.1.6.3 The Negotiated Self-Performed Work for the Project as a whole shall not exceed fifty percent (50%) of the Cost of the Work to construct the Project.

§ 2.1.6.4 If the Owner is unable to negotiate to its reasonable satisfaction any aspect of Sections 2.1.6.1 or 2.1.6.2, then the Owner may terminate negotiations with the Construction Manager. The Owner may, but is not obligated to, solicit bids or negotiate with the next highest scored proposer and continue until an agreement is reached or terminate the process.

§ 2.1.6.5 The Construction Manager shall consider prebid determination of Subcontractor eligibility to the extent permitted by statute and Federal requirements and shall furnish to the Owner and Architect for their information as a part of the submittal of its Subcontracting Plan a list of possible eligible Subcontractors, including suppliers who would furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner will promptly reply in writing to the Construction Manager if the Architect or Owner knows of any objection to such Subcontractor or supplier. The receipt of this list shall not require the Owner or Architect to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it or the lack of any objection waive the right of the Owner or Architect later to object to or reject any proposed Subcontractor or supplier.

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~~§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.~~ **Long-Lead Time Procurement**

§ 2.1.7.1 The Construction Manager shall prepare, for the Architect's and Owner's review and the Owner's acceptance, and shall update at least monthly, a procurement schedule for items and/or associated services that must be ordered well in advance of construction, and the Construction Manager shall expedite and coordinate the ordering and delivery of these items and/or services. The Construction Manager ordinarily will contract directly for these items and/or service. If the Owner agrees, consistent with RCW 39.10.390, to procure any items prior to the establishment of a Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions reasonably acceptable to the Construction Manager. Upon the establishment of the applicable Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager, and the Construction Manager shall assume full responsibility for them.

§ 2.1.7.2 The Construction Manager shall identify and estimate the value of any items that require off-site storage, together with proposed locations for storage during the course of the Work acceptable to Owner. These locations shall be selected to provide a maximum of protection and minimum of cost and delay associated with delivery to the site.

§ 2.1.7.3 If authorized by the Owner, an Application for Payment may include a request for payment for material delivered to the Project site and suitably stored, for completed preparatory Work and, provided the Construction Manager complies with or furnishes satisfactory evidence of the following, for material stored off the Project site:

- .1 The material will be placed in a bonded warehouse that is structurally sound, dry, lighted, secure and suitable for the materials to be stored.
- .2 The warehouse is approved in writing by the Owner. The Owner generally will not approve locations outside the State of Washington absent special circumstances.
- .3 Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project).
- .4 The Construction Manager furnishes the Owner a certificate of insurance extending the Construction Manager's insurance coverage for damage, fire and theft to cover the full value of all materials stored, or in transit.
- .5 The warehouse (or secure portion thereof) is continuously under lock and key, and only the Construction Manager's authorized personnel shall have access.
- .6 The Owner shall at all times have the right of access to stored materials in the possession of the Construction Manager.
- .7 The Construction Manager assumes total responsibility for the stored materials.
- .8 The Construction Manager furnishes to the Owner proofs of title, satisfactory evidence that the Construction Manager has paid for the materials in question, certified lists of materials stored, bills of lading, invoices and other information as may be required, and shall also furnish notice to the Owner when materials are moved from storage to the Project site.

§ 2.1.8 Extent of Responsibility

- .1 The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications prepared by the Architect are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.
- .2 The Construction Manager shall carefully review upon receipt all Drawings and Specifications submitted to it at each level of design. The Construction Manager shall promptly report to the Owner

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and the Architect any error, inconsistency or omission that the Construction Manager may discover in them and shall recommend changes and alternatives. The Construction Manager's review shall be made in the Construction Manager's capacity as a contractor and not as a licensed design professional, except to the extent the Construction Manager or a Subcontractor has design-build responsibilities.

§ 2.1.9 Notices and Compliance with Laws

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

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the -Manager, and when the Drawings and Specifications for a Component are at least 90% complete, the Owner will submit a "GMP set" of Construction Documents for that Component to the Construction Manager, and, within twenty-one (21) days of receipt, and in consultation with the Owner and Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for that Component for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee. Fee for the Component. The Construction Manager shall promptly notify the Owner if it does not consider the Drawings and Specifications to be at least 90% complete and shall not propose a GMP until the applicable Drawings and Specifications are at least 90% complete.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom from the Contract Documents and will also provide for market conditions at the time of bidding and possible estimating inaccuracies. Such further development does not include such things as material changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order. A Change in the Work will not be warranted if the Work in question was reasonably inferable from or contemplated by, or a prudent contractor should have realized that the Work was necessary and appropriate under, the Contract Documents referenced in the applicable GMP Amendment.

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

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, divided into the proposed subcontract bid packages and including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee; systems (the ECW, including specific amounts for Specified General Conditions, Negotiated Support Services, and Negotiated Self-Performed Work, and other Article 6 Costs of the Work); the Contingency; and the Construction Manager's Fee (any Allowances must be limited and pre-approved by the Owner);
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.4.1 In preparing the Construction Manager's Guaranteed Maximum Price proposal for a Component, the Construction Manager shall include its Contingency, not to exceed 5% of the ECW for that Component. The

Contingency shall be for the Construction Manager's exclusive use to cover those costs considered reimbursable as a Cost of the Work but not qualified for inclusion in a Change Order. The Construction Manager may use the Contingency to pay for Project issues that are within its control, such as design issues that a reasonable construction manager should have resolved during the Preconstruction Services Phase, items in Drawings but not in the Specifications, items on one Drawing but not another, items specified but not drawn, non-specified items within Specifications, buy-out errors or shortfalls, scope gaps, ambiguities in the Construction Documents, damaged work not covered by insurance (including, to the extent permitted by the Contract Documents, a deductible), unanticipated general conditions expenses, interdisciplinary design coordination, Subcontractor performance, and expediting costs for critical materials. The Contingency may also be used for issues beyond the Construction Manager's control such as lost time, increases in bid contracts, Subcontractor performance or failure, and expediting costs for critical materials. The Construction Manager must give the Owner notice and supporting cost backup when applying to use the Contingency. The Contingency is not available for Owner-directed design or scope changes, unforeseen or differing site conditions, and design errors or omissions beyond the reasonable inferences described in Section 2.2.2, as they normally are scope changes. The Construction Manager shall use the Contingency only with the Owner's prior written consent, which shall not unreasonably be withheld. Any balance remaining in the Contingency shall be returned to the Owner in a deductive Change Order as part of Final Payment for the Component.

§ 2.2.4.2 The ECW for a Component shall consist of the Negotiated Self-Performed Work in the Component, all Subcontractor scope of work for the Component by bid package consistent with the Subcontracting Plan, including Work the Construction Manager will self-perform through the Subcontractor bidding process, the Specified General Conditions for the Component, and the Negotiated Support Services for the Component and other Article 6 Costs of the Work. Upon completion of the buyout of subcontract bid packages, the Construction Manager shall ascertain whether any scope changes beyond those specified in Section 2.2.2 have occurred in the subcontract bidding documents as a result of completion of the Construction Documents to the 100% level. In the event that these scope changes were required for the Project and approved by both the Construction Manager and the Owner, any balance in the ECW may be accessed. Any amounts remaining in the ECW thereafter shall be added to Contingency for that Component. It is the intent of the parties that when a GMP is set, the Construction Manager will have participated in and be aware of the existing conditions and proposed design for the Project. It is further intended that a GMP will include all elements necessary to complete the Component in accordance with the Contract Documents, and that Change Orders adjusting the GMP will therefore not be necessary except in limited circumstances as set forth below. Accordingly, a GMP shall be adjusted principally for the following events:

- .1 **Scope Changes.** Owner revisions on scope items previously approved by the Owner and incorporated in the pricing of the GMP. Examples: The Owner approves use of MC cable in lieu of conduit for branch wiring runs and later decides to change back to conduit, or bid alternates not included in the GMP.
- .2 **Concealed or Unknown Conditions** as described in Section 3.7.4 of the revised A201-2007 General Conditions. For example, during a Construction Phase, substantially differing site conditions are encountered that could not have been reasonably anticipated or discovered by the Construction Manager during the Preconstruction Phase.
- .3 **Regulatory Agency Changes.** Costs incurred as a result of changes in regulatory requirements but only where such requirements change after execution of the applicable GMP Amendment. (This shall not include costs incurred as a result of inspections or other enforcement that are based upon pre-existing requirements of the building permit.)
- .4 **Significant Design Errors or Omissions.** Significant errors or omissions in the Drawings or Specifications that could not reasonably have been anticipated or discovered by the Construction Manager before the GMP was established. However, design errors and omissions do not include, for example: (1) failure to coordinate between trades; (2) requirements of the Specifications that are not specifically shown in Drawings; (3) requirements of the Drawings that are not specifically described in the Specifications; or (4) design changes made at the request of the Construction Manager in order to facilitate the constructability of the Project. The failure of the Architect to specify every detail in the Construction Documents does not eliminate the requirement for the Construction Manager to provide at least a standard commercially available detail that can serve the basic functions of the design.
- .5 **Changes required by governmental inspectors to meet requirements beyond those contained in regulations.** Changes required by the inspector of a governmental authority having jurisdiction beyond those contained in regulations or previously communicated.
- .6 **Allowance adjustments.**

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§ 2.2.4.3 Examples of events for which the GMP shall not be adjusted include but are not limited to:

- .1 Subcontractor gaps. Gaps in scope coverage between Subcontractors, including self-performed Work.
- .2 Scope gaps. An item indicated in the Drawings or Specifications that was not picked up in the GMP.
- .3 Ambiguities, latent and patent, in the Construction Documents that the Construction Manager knew of or that a reasonable contractor would have identified and raised with the Owner prior to establishing the GMP.
- .4 Interdisciplinary Coordination. Coordination inconsistencies and errors between design disciplines that the Construction Manager knew of, caused or contributed to, or reasonably should have known of.
- .5 Subcontractor Failure. A Subcontractor fails to perform or goes bankrupt.
- .6 Escalation of materials, equipment or labor prices.
- .7 The Construction Manager's Estimating errors.
- .8 Expediting costs for critical materials.
- .9 Coordination Claims. Costs related to Subcontractor Claims or charges that result from mistakes or omissions in Subcontractor buyout, or coordination issues between Subcontractors, or interference between Subcontractor and the Construction Manager or among Subcontractors.

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

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted ~~the a~~ Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. If the Owner does not accept a Guaranteed Maximum Price proposal for a Component, the Owner may, in its sole discretion, continue to negotiate the GMP with the Construction Manager or may take any other action under the Contract Documents, including but not limited to termination of some or all of the Construction Manager's services for convenience. Work on other Components shall continue, and the Owner shall continue to pay for such Work, unless otherwise directed by the Owner in accordance with the Contract Documents.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of ~~the a~~ Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect promptly and in writing of any inconsistencies between ~~the a~~ Guaranteed Maximum Price Amendment and the revised Drawings and Specifications, and shall comply with the contractual procedure in providing notice and asserting and pursuing any Claim that may arise therefrom. If the Construction Manager does not provide this notification within thirty (30) days of its receipt of the revised Drawings and Specifications, the revisions shall be considered accepted with no change in the GMP or Contract Time.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. The only taxes excluded from the GMP and separately reimbursable by the Owner are state and local sales taxes on progress payments on account of the Contract Sum.

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§ 2.2.10 If, upon establishing the final GMP, the GMP for the entire Project varies more than 15% from the budget specified in the RFP due to changes in the scope requested and approved by the Owner, the percentage applied to the final GMP to determine the Fee shall be renegotiated when that GMP is negotiated.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work in a Component shall mean the date of commencement of the Construction Phase for that Work.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal by executing the GMP Amendment for that Component or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.1.3 Although it will not cause a Construction Phase to commence, the Owner may at any time approve the Construction Manager's (a) award of a subcontract, (b) undertaking construction Work with its own forces, or (c) issuance of a purchase order for materials or equipment and/or associated services required for the Work. Any work so approved and undertaken shall comply with and be subject to this Contract and the revised A201 General Conditions.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall comply with the applicable requirements of RCW 39.10, the provisions of which shall take precedence over any inconsistent provisions of the Contract Documents. Except as specified below, the Construction Manager shall assemble the bidding materials, manage the bidding process, and obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect and the Owner. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. Unless all bids are rejected, subcontract bid packages shall be awarded to the "responsible" and responsive bidder submitting the low responsive bid. Determination of "responsibility" shall comply with the requirements of RCW 39.10 and Washington law.

- .1 Other than Work under the Specified General Conditions, Negotiated Support Services and Negotiated Self-Performed Work, all Work on the Project shall be competitively bid as required by RCW 39.10. The Construction Manager may, subject to RCW 39.10, organize and solicit bids for the subcontract work in whatever combinations or packages it chooses, but the Construction Manager may not use alternates without approval of the Owner.
- .2 The Construction Manager shall bid out the subcontract bid packages in accordance with its approved Subcontracting Plan. The Construction Manager shall document and report monthly to the Owner on its procurement process. The Owner's written approval is required for changes to the Subcontracting Plan.
- .3 Before initially soliciting bids for the first subcontract bid package for a Component, the Construction Manager shall submit, and the Owner shall reasonably approve, final bid package estimates for all subcontract bid packages in the approved Subcontracting Plan. The sum, for a Component, of the Negotiated Self-Performed Work plus all the final bid package estimates in the Subcontracting Plan plus any other described Article 6 Costs of the Work, including Negotiated Support Services and Specified General Conditions, shall not exceed the ECW for that Component.
- .4 When in the best interests of the Project and when critical to the successful completion of a subcontract bid package, the Owner and Construction Manager may make a prebid determination of Subcontractor eligibility in accordance with RCW 39.10. In addition, if the anticipated subcontract value will exceed \$3 million and the Owner consents, the Construction Manager may select a mechanical Subcontractor, an electrical Subcontractor, or both, in accordance with the alternative procedure specified in RCW 39.10.385.

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- .5 As part of its Subcontracting Plan, the Construction Manager shall promptly notify the Owner of Work (other than Negotiated Support Services, Negotiated Self-Performed Work and Specified General Conditions) that it will seek to self-perform. The Construction Manager, including its subsidiaries and affiliates, may bid on a subcontract bid package if the Work within the subcontract bid package is customarily performed by the Construction Manager, if the Construction Manager has, in the Owner's reasonable opinion, aggressively sought competition, if the bid opening is managed by the Owner, if notification of the Construction Manager's intention to bid is included in the public solicitation of bids for the bid package, and if the Construction Manager otherwise complies with RCW 39.10. At least thirty percent (30%) of the Cost of the Work included in the ECW less Specified General Conditions must be procured through competitive sealed bidding in which bidding by the Construction Manager or its subsidiaries is prohibited. The Construction Manager must provide staff to superintend and manage Work it performs in subcontract bid packages with individuals separate and distinct from the staff involved in the overall management of this Contract. The Construction Manager shall coordinate subcontract bid package Work it performs with the Work of Subcontractors.
- .6 The Construction Manager shall require a bid bond from Subcontractors bidding work expected to cost more than \$300,000, and all Subcontractors awarded a subcontract in excess of \$300,000 shall provide a performance and payment bond for the subcontract amount.
- .7 The Construction Manager's solicitations of subcontract bid packages shall be made in accordance with the following procedures:
- A representative from the Owner will be present at each bid opening to observe the procedure.
 - Solicitations for bids will be advertised at least fourteen (14) days in advance in the Daily Journal of Commerce and at least one other local newspaper.
 - Bidders may obtain the bid results by telephone from the Construction Manager.
 - Responsiveness requirements and bidding procedures will be described in each solicitation and may be reviewed with the Owner prior to a bid opening.
- .8 The Construction Manager shall ensure compliance with RCW 39.10 and with all the above requirements for Subcontractor solicitation, and subcontracts shall conform to the requirements of RCW 39.10.

~~§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner. [deleted]~~

~~§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded fee, except for any contracts awarded under the alternative procedure of RCW 39.10.385, which shall include a maximum allowable subcontract cost. If mechanical and/or electrical subcontracts are awarded in accordance with the alternative procedure specified in RCW 39.10.385 on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below; below and these Subcontractors shall be audited prior to final payment in accordance with Section 7.2.2.~~

~~§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2. [deleted]~~

~~§ 2.3.2.5 The Construction Manager shall schedule and conduct weekly progress meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.~~

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§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and ~~Architect~~ Architect, for each Component, a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of ~~A201-2007~~ A201-2007 and other Contract Documents. The Construction Manager shall provide regular monitoring and shall update monthly (or sooner in the event of a substantial change) the Construction Schedule as Work progresses.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the ~~Owner~~ Owner and as required by Specification Section 01324, Progress Schedules and Reports. To the extent that there is any conflict between this Section 2.3.2.7 and Specification Section 01324, the latter shall control.

The reports shall:

- .1 Include information concerning the entire Project, each Component and each subcontract bid package.
- .2 Identify variances between scheduled and probable completion dates, and recommend action required to meet schedule completion dates.
- .3 Review the schedule for portions of the Project not started or incomplete and recommend to the Owner alternate procedures or adjustments to meet the scheduled completion dates.
- .4 Provide summary reports of each schedule update.
- .5 Document all significant changes in the schedule and any Owner's approval of them and reflect the reasons for them.
- .6 Record in writing and by photographs the progress of the Project.
- .7 Identify significant problems in scheduling together with recommended corrective action.
- .8 Maintain and report a QC log.
- .9 Document any outstanding RFIs and risks associated with delayed responses.
- .10 List outstanding submittals and risks associated with delayed responses.
- .11 Document any outstanding Change Orders and any risks associated with delayed responses.
- .12 The status of permits that the Construction Manager is required to obtain.

The Construction Manager shall also keep, and make available to the Owner and ~~Architect~~ Architect with its monthly Application for Payment or more frequently as requested by the Owner, a daily log containing a record for each day of weather, Subcontractors working at the site, deliveries, Work accomplished, portions of the Work in progress, number and employer of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. The information on the log does not constitute notice of a potential or actual Claim to the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the ~~Work~~ Work by Component, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above. The Construction Manager shall include a Project status report in a format acceptable to the Owner, listing (i) all pending and/or approved Change Orders and Construction Change Directives (including amounts), (ii) an analysis of the Specified General Conditions, Negotiated Self-Performed Work and Negotiated Support Services budget with an explanation of substantial variances from previous budgets, (iii) projected cash flow of construction costs, (iv) an allocation by subcontract bid package and schedule-of-values line item, (v) expenditures to date, (vi) estimates to complete, (vii) forecast at completion, (viii) variances with budget and commitment, and (ix) the items for which the Owner has authorized the Construction Manager to use Contingency, the cost of those approved items, and the balance of funds remaining in the Contingency account.

§ 2.3.2.9 The Construction Manager shall review and inspect the Work of the Subcontractors on a regular basis (at least as often as described in the Construction Manager's approved quality management plan) for defects and deficiencies in their Work and for conformance with the Drawings, Specifications and other Contract Documents, and shall stop the Work of Subcontractors if necessary. The Construction Manager shall provide notification at regularly scheduled progress meetings of any material defects or deficiencies and recommend remedial action. The Construction Manager shall take the lead role in negotiating and resolving any disputes with Subcontractors and obtain the Owner's concurrence or approval of all settlements before executing change orders with Subcontractors.

§ 2.3.2.10 The Construction Manager shall maintain, in good order and on a current basis, a record copy of all

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subcontracts, purchase orders, Drawings marked to record all changes made during construction, Specifications, addenda, Change Orders, and other Modifications; shop drawings; product data, samples; submittals; inspection reports; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of subcontracts or Work, and as more explicitly described in Specification Section 01720, Record Drawings. These records shall be available to the Owner, and, at completion of the Project, delivered to the Owner.

§ 2.3.2.11 As part of the Specified General Conditions, the Construction Manager shall provide an adequate and experienced staff consistent with or in excess of that specified in response to the RFP. The staff shall include necessary and appropriate project managers, superintendents, field engineers, engineers, quality control specialists, scheduling engineers, cost engineers, clerical, accounting, and data processing personnel, and others so that, among other things:

- The Work is performed and coordinated in a timely manner in compliance with the Contract Documents;
- Change Order Proposals and responses to Construction Change Directives are submitted to the Owner within seven (7) days after the Construction Manager's receipt;
- Replies to correspondence from the Owner, Subcontractors, and governmental agencies are answered within seven (7) days; and
- Substantial and Final Completion are achieved within the time specified in the Contract Documents and consistent with the General Conditions.

§ 2.3.2.12 Apprenticeship.

- .1 Pursuant to RCW 39.04.320, the Construction Manager shall achieve apprentice participation of at least fifteen percent (15%) of the total construction labor hours.
- .2 Apprentice hours shall be performed by participants in training programs approved by the Washington State Apprenticeship Council.
- .3 "Labor hours" means the total hours of workers receiving an hourly wage who are directly employed on the site of the public works project. "Labor hours" includes hours performed by workers employed by the Construction Manager and all Subcontractors working on the Project. "Labor hours" does not include hours worked by foremen, superintendents, owners, and workers who are subject to neither the prevailing wage requirements of RCW 39.12 nor to Davis-Bacon wages.
- .4 During the term of this Contract, the Owner may adjust the apprentice labor hour requirement upon its finding or determination that includes:
 - (1) A demonstration of lack of availability of apprentices in the geographic area of the Project;
 - (2) A disproportionately high ratio of material costs to labor hours that does not make feasible the required minimum levels of apprentice participation;
 - (3) Demonstration by participating contractors of a good faith effort to comply with the requirements of RCW 39.04.300 through .320;
 - (4) Small contractors or subcontractors (e.g., small or emerging businesses) would be forced to displace regularly employed members of their workforce;
 - (5) The reasonable and necessary requirements of the Contract render apprentice utilization infeasible at the required level (e.g., the number of skilled workers required and/or limitations on the time available to perform the Work preclude utilization of apprentices); or
 - (6) Other criteria the Owner deems appropriate, which are subject to review by the office of the Governor.
- .5 The Construction Manager shall report apprentice participation to the Owner at least quarterly, on forms provided or approved by the Owner. In addition, copies of quarterly certified payroll records may be requested to document the goal. The reports will include:
 - (1) The name of the Project;
 - (2) The dollar value of the Project;
 - (3) The date of the Construction Manager's notice to proceed;
 - (4) The name of each apprentice and apprentice registration number;
 - (5) The number of apprentices and labor hours worked by them, categorized by trade or craft;
 - (6) The number of journey level workers and labor hours worked by them, categorized by trade or craft;
 - and
 - (7) The number, type, and rationale for the exceptions granted.

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§ 2.4 Professional Services

Section 3.12.10 of ~~A201-2007~~ A201-2007, as revised, shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of ~~A201-2007~~ A201-2007, as revised, shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

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

§ 3.1.2 Prior to the execution of ~~the a~~ a Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments of undisputed amounts to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. ~~The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change due and the Owner agrees.~~ After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

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

§ 3.1.4.3 The Owner, when such services are ~~requested,~~ requested and upon its approval, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 3.1.4.4 During the Construction ~~Phase, Phases,~~ the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Any decisions and approvals which involves a change in the scope of the Work, a change in the GMP which is greater than the limit of the management reserve authorized granted to the Owner's Designated Representative by the Owner's City Council, and/or the Contract Time, or involving modification or waiver of the terms of the Contract Documents must be approved by the Owner's City Council or the Owner's Public Works Director.

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

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and ~~responsibilities as described in AIA Document B103™ 2007, Standard Form of Agreement Between Owner and Architect,~~ responsibilities, including any additional services requested by the Construction Manager and authorized by the Owner that are reasonable and necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation for the Preconstruction Services (the "Preconstruction Services Cost") shall not exceed \$540,050.00 and shall be allocated among the Components and paid on an hourly basis at the rates and for the individuals specified in Exhibit 1 to this Agreement. In addition, the Construction Manager shall receive compensation for any pre-approved non-labor costs incurred to perform the Preconstruction Services, including equipment at the hourly rates specified the attachment. Non-labor costs include but are not limited to costs of testing, intrusive investigation, selective demolition and restoration, copying, blueprints and courier costs. The Preconstruction Services rates include personnel and consultant costs and benefits, materials, equipment, taxes, profit and overhead. Costs that would cause the not-to-exceed amount to be exceeded shall be the responsibility of the Construction Manager without reimbursement by the Owner.

The Construction Manager's Fee in Section 5.1.1 does not apply to Preconstruction Services, and any savings from any not-to-exceed amount for Preconstruction Services will not be subject to any Savings Bonus provision.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~()~~ months -One Hundred Thirty (130) weeks of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. The invoice will contain detail of and support for the services performed.

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

Pursuant to RCW 39.76, not to exceed the Bank of America prime rate plus 1.00 % per annum

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work of a Component as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum for that Component in current funds. The Contract Sum for a Component is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee. Article 6 for that Component plus the Construction Manager's Fee for that Component.

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manager's Fee for the Work in a Component during a Construction Phase shall be a fixed, lump sum amount that will be calculated as the percentage specified in response to the RFP (Four point Two-Eight percent (4.28%)) times the ECW for that Component negotiated as part of the GMP for the Component.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

In the event a Change Order is issued for a Change in the Work, the change in the Construction Manager's Fee will be the percentage specified above in Section 5.1.1.

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

The fee for changed Work for which the Owner is responsible and which is directly performed by a Subcontractor of any tier, including overhead and profit, is specified in Section 7.5 of the A201-2007 General Conditions. If a lower-tier Subcontractor performs changed Work, the fee of upper-tier Subcontractors is also specified in Section 7.5 of the A201-2007 General Conditions.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Seventy-five percent (75.00 %) of the standard rate paid at the place of the Project. Project, as further described in Section 6.5.2.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 5.1.6 The Specified General Conditions are in the fixed amount of \$2,007,490.00 and will be allocated to each Component.

§ 5.1.7 The amount for Negotiated Support Services will be negotiated for each Component at the time of establishing the ECW for that Component.

§ 5.1.8 The estimated amount for Negotiated Self-Performed Work will be negotiated for each Component at the time of establishing the ECW for that Component.

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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to ~~time~~ time, for each Component. To the extent the Cost of the Work ~~exceeds the Guaranteed Maximum Price, and the Construction Manager's Fee exceeds the Guaranteed Maximum Price for a Component~~, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. The Guaranteed Maximum Prices for individual Components may not be combined in any manner. (Insert specific provisions if the Construction Manager is to participate in any savings.)

None

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes In the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect or Owner may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time consistent with the requirements of the Contract Documents as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of revised AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in Section 7.5 of revised AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this ~~Agreement~~. Agreement, except for Section 5.1.3. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those ~~subcontracts~~ subcontracts and the Contract Documents.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum ~~Price~~, Price for changed Work performed by the Construction Manager, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean the actual, net costs reasonably and necessarily incurred by the Construction Manager in the proper performance of the Work. ~~Work, without overhead, profit, fee or markup.~~ Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

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§ 6.1.3 The Construction Manager shall separately account for the Cost of the Work within each Component.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops, workshops or transporting materials, equipment or personnel to and from the Project site.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval are included in the Specified General Conditions and not separately reimbursable.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, are included in the Specified General Conditions and not separately reimbursable.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

Section 6.2.1. Costs paid or incurred by the Construction Manager for vacations, bonuses, travel, stock options, deferred compensation, or discretionary payments to employees are not directly reimbursable. As part of a GMP Amendment, the parties may agree to a wage burden rate for workers under Section 6.2.1, which will be fully burdened, including all the wage-based costs, and fixed for the duration of the Contract Time.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval. [deleted]

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. **The Construction Manager shall maintain a procedure for the review, processing and payment of applications by the Subcontractors for progress and final payments, all in accordance with the terms and conditions of the Contract Documents. The Construction Manager shall verify the completeness of all applications for payment and assemble and check all supporting documentation required by the Contract Documents or by the subcontracts with respect to each Application for Payment, including all lien waivers and releases.**

§ 6.4 Costs of Materials and Equipment Incorporated In the Completed Construction

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

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold or returned by the Construction Manager. Any amounts realized from such sales or returns shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.4.3 Notwithstanding the above, costs of material and equipment procured by the Construction Manager but not incorporated in the completed construction will generally be included in Negotiated Support Services after approval by the Owner.

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

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment (as described in the Contract Documents) and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are

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not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges (not to exceed the local fair market rental costs) actually paid to non-related third parties for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the local fair market rental costs or seventy-five percent (75%) of the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

Rentals from the Construction Manager or any entity in which the Construction Manager or one or more of its owners has a direct or indirect ownership interest ("CM Equipment") shall be separately accounted for and the rental costs shall not exceed Rental Rate Blue Book by Data Quest, San Jose, California, or fair market rental costs, whichever are lower. If more than one rate is applicable, the best available rate will be utilized. The rates in effect at the time of the performance of the Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance to the same extent as the comparable Blue Book or fair market rate. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. When rental rates payable do not include fuel, lubrication, maintenance and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. The rate for CM Equipment necessarily standing by for future use on the Work shall be 50% of the rate established above. If CM Equipment is required for which a rental rate is not established by the Blue Book, an agreed rental rate shall be established for that equipment, which rate and use must be approved by the Owner prior to performing the Work.

§ 6.5.3 Costs of street cleaning, removal of rubbish and debris from the site of the Work and its proper and legal disposal-disposal are included under Negotiated Support Services and not otherwise reimbursable.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site ~~office-office~~ are included in Specified General Conditions and are not separately reimbursable.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the ~~Work~~ Work with the Owner's prior written approval, but not including commuting or travel costs from the Construction Manager's office, which are included in Specified General Conditions and are not separately reimbursable.

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

§ 6.5.7 Notwithstanding the above, costs of other material and equipment, temporary facilities and related items procured by the Construction Manager will generally be included in Negotiated Support Services, but some may be designated for inclusion in the Specified General Conditions. Reference the Cost Responsibility Matrix (Exhibit 4) for clarification of such items. All furniture, technology, communication (including cell phones), personal transportation (including pickup trucks) and clerical equipment therein, temporary controls (except cleaning and erosion controls), Project identification and temporary signage, and delivery by the Construction Manager, on-site storage, sheds and handling are Specified General Conditions.

§ 6.6 Miscellaneous Costs

§ 6.6.1 ~~Premiums~~ The actual, net costs of premiums for that portion of Builder's Risk insurance and bonds required by the Contract Documents that can be directly attributed to this Contract-Contract, after taking into consideration cost adjustments including, for example, experience modifiers, premium discounts, policy dividends, rebates, and refunds, retrospective rating plan premium adjustments, and assigned risk pool rebates are Negotiated Support Services. All other premiums are not Costs of the Work but are included within the Construction Manager's Fee as are portions of deductibles not reimbursable under the Contract Documents. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

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~~§ 6.6.2 Sales, use or similar~~ Use or similar taxes, B&O and income taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager ~~is liable~~ is liable are included in the Fee and so are not reimbursable. Sales tax on the Contract Sum is based upon and paid with each progress payment.

~~§ 6.6.3 Fees and assessments for the building permit and for other~~ Project-specific permits, licenses and inspections of governmental authorities having jurisdiction for which the Construction Manager (but not Subcontractors) is required by the Contract Documents to pay.

~~§ 6.6.4 Fees of laboratories for tests required of the Construction Manager~~ by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

~~§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.~~

~~§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.~~ approval are included in Specified General Conditions and are not separately reimbursable.

~~§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.~~

~~§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~

~~§ 6.6.9 Subject to the Owner's prior approval, expenses~~ Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the ~~Work.~~ Work are included in Specified General Conditions and are not separately reimbursable.

~~§ 6.6.10 The cost of pre-approved warehousing of stored materials or equipment subsequently incorporated into the Work.~~

~~§ 6.7 Other Costs and Emergencies~~

~~§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner. Temporary heat and temporary hookups and temporary meter installation for water, utilities, natural gas, sewer and storm sewer, necessary for proper execution and completion of the Work and included in Negotiated Support Services.~~

~~§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.~~

~~§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors of any tier or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.~~

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§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8, 6.8 or are listed as covered by the Fee or the Specified General Conditions.

§ 6.7.5 Negotiated Support Services

Negotiated Support Services by the Construction Manager may be accomplished and will be reimbursed as Costs of the Work within the GMP, consistent with Exhibit 3, only as follows:

- Negotiated Support Services described and included in the GMP.
- Units of Negotiated Support Services may be accomplished by the Construction Manager during a Construction Phase, subject to prior written Owner approval, if the Cost of the unit of the Work is less than \$35,000.
- Subcontractor bidding requirements are not applicable to Negotiated Support Services.
- The Fee is applied to the Costs of the Work within the Negotiated Support Services.

§ 6.7.6 Specified General Conditions

The fixed, lump sum contained in the Construction Manager's response to the RFP for certain detailed, selected and identified general conditions work and services, consistent with Exhibit 3, to be provided by the Construction Manager as Specified General Conditions. The Specified General Conditions Work is to be performed by the Construction Manager with its own forces in most instances, is to be reasonably allocated among the Components, and is to include the Preconstruction Services and activities that occur after a GMP is established through execution of the GMP Amendment for a Component.

§ 6.7.7 Negotiated Self-Performed Work

Costs of the Work for a Component's Negotiated Self-Performed Work are reimbursable under Sections 6.1 through 6.7 above. The combined Cost of the Work of Negotiated Self-Performed Work for all Components shall not exceed fifty percent (50%) of the total Cost of the Work for all Components.

§ 6.7.8 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract that may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors of any tier and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase-Phase except as specifically allowed herein;
- .9 Direct payments by the Owner (if any) for the building permit and related permits, reserve capacity fees, and plan-check fees, including SEPA, design review, and land use fees are not a part of the Cost of the Work or the GMP.
- .10 Overtime wages, unless pre-approved by the Owner;
- .11 Data processing, software, hardware or computer-related costs not included in the Specified General Conditions;

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- .12 Penalties and fines imposed by a governmental entity;
- .13 Safety costs not included in the Negotiated Support Services or Specified General Conditions;
- .14 Liquidated damages;
- .15 Except as included within the Specified General Conditions, reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office;
- .16 Legal, consultant, or claims-related expenses except as specifically provided in Section 6.6.8;
- .17 Warehousing in the Construction Manager's facility; and
- .18 Business licenses.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained. If the Construction Manager is offered discounts and/or rebates based upon prompt payment, the Construction Manager shall offer the Owner the opportunity to take advantage of such discount and/or rebate, and if the Owner makes such a prompt payment then the Owner shall only be charged the price as reduced by the discount and/or rebate. If the Owner declines the opportunity the Construction Manager may keep any such discounts and/or rebates it achieves through its own prompt payment. If the Construction Manager does not provide the Owner the opportunity to participate then the Construction Manager may only charge the net costs after consideration of discounts and rebates. The Construction Manager shall notify the Owner in a timely manner of the availability of such cash discounts, rebates, or refunds.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager and its cost-reimbursable Subcontractors shall keep full and detailed records and accounts related to the cost of the Work separately for each Component and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and ~~copy~~ copy (including electronically), the Construction Manager's and Subcontractors' original records and accounts, including complete documentation supporting accounting entries, books, ledgers, computerized records, daily reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, invoices of Subcontractors of any tier, memoranda and other data relating to this Contract. The Construction Manager Project or any Claim. The Construction Manager and its Subcontractors shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

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ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect and the Owner in compliance with the Contract Documents by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents. The Construction Manager's submission of this Application constitutes a certification that the Work is current on the Construction Schedule, unless otherwise noted on the Application. The Application shall be in a form acceptable to the Owner. The payment process shall be separate for each of the Components that comprise the Work.

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

Not applicable

§ 7.1.3 Applications for Payment

.1 Draft Application. At the last scheduled meeting of each month, the Construction Manager shall submit to the Owner the reports required in Section 2.3 and a draft, itemized applications for payment for Work performed during that calendar month on a form supplied or approved by the Owner. There shall be separate Applications for Payment for each of the Components. This shall not constitute a payment request. The Construction Manager, the Owner and the Architect shall confer prior to the last working day of the month regarding the current progress of the Work and the amount of payment to which the Construction Manager is entitled. The Architect or Owner may request the Construction Manager to provide data substantiating the Construction Manager's right to payment as the Architect or the Owner may require, such as copies of invoices from Subcontractors of any tier, lien releases and certified payrolls. The Construction Manager shall not be entitled to make a payment request, nor is any payment due the Construction Manager, until such data is furnished.

.2 Payment Request. After the Construction Manager, the Owner and the Architect have met and conferred regarding the updated draft Application(s), and the Construction Manager has furnished all progress information required and all data requested by the Owner or the Architect, the Construction Manager may submit a payment request separately for each Component by the last working day of the month following the meeting in the agreed-upon amount, in the form of separate notarized, itemized Application(s) for Payment for Work properly performed on each of the Components during that calendar month on a form supplied or approved by the Owner, along with a lien release on a form furnished by the Owner from each Subcontractor for whose Work the Owner paid the Construction Manager for the prior month. The Applications shall also state that Davis-Bacon or prevailing wages, as applicable, have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors of any tier from the Owner's payment the prior month have been made.

.3 Payment. Provided that an Application for Payment is received by the Architect-Owner not later than the last working day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect-Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

.4 Disputed Amounts. If the Construction Manager believes it is entitled to payment for Work performed in addition to the agreed-upon amount, the Construction Manager may, also by the last working day of that month and after the meeting described in Section 7.1.3.1, submit to the Owner and the Architect along with the approved Application for Payment a separate written payment request specifying the exact additional amount due, the category in the schedule of values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, for the submittal to be considered, pursuant to WAC 296-127-320, the Construction

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Manager and all Subcontractors shall file with the Owner by the same date certified copies of all payroll records relating to the additional amount sought.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit the reports required in Section 2.3 and its current detailed computerized substantiation (such as a detailed job cost report) and lien releases. The Construction Manager shall also submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to Architect. The Construction Manager shall separately account for each Component on a monthly basis as part of its Application(s) for Payment. Upon request, the Construction Manager shall demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment. The Construction Manager shall promptly, following the date of execution of a GMP Amendment, prepare a comprehensive list of equipment that it anticipates to use on the Component, whether owned or rented. The Construction Manager shall maintain and submit to the Owner monthly a detailed equipment inventory of all equipment it has purchased and charged as a Cost of the Work or job-owned through aggregate rentals and shall prepare an equipment rental report that identifies the equipment rented for the month and identifies the source of the rented equipment. The inventory shall include (1) the original acquisition cost and date, (2) the Owner-approved fair market value of the equipment when first used on the Project, and (3) the final disposition.

§ 7.1.5 At least fourteen (14) days before the first Application for Payment for a Component, the Construction Manager shall submit to the Owner and Architect a schedule of values for the Component allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. These schedules, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment. Mobilization shall be a maximum of one-half of one percent (0.5%) of the GMP, and shall be paid only if supported by an itemized breakdown of costs acceptable to the Owner; the schedule of values shall allocate at least one percent (1%) of the GMP to Commissioning, as defined in the Contract Documents; and the schedule of values shall also allocate at least two percent (2%) of the listed value of each line item in the schedule of values to that portion of the Work between substantial completion and final completion of that line item, to be earned and become payable in the next Application for Payment upon final completion of that line item. Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values for each Component shall allocate the entire Guaranteed Maximum Price for that Component among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. Fee, Negotiated Support Services, Specified General Conditions, Negotiated Self-Performed Work and Contingency shall each be shown as separate line items. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect-Owner may require. This schedule, unless objected to by the Architect-Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment for a Component shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

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- .3 Add the Construction Manager's Fee, less retainage of ~~percent (—%)~~ Fee. The Construction Manager's Fee shall be ~~computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- .4 ~~Subtract retainage of —percent (—%) from that portion of the Work that the Construction Manager self-performs;[deleted]~~
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment or the Owner has withheld payment as provided in Section 9.5 of AIA Document A201–2007. A201–2007; and
- .8 Subtract the statutory retainage of Five percent (5%) of the completed Cost of the Work as a fund for the protection and payment of the claims of any person or entity arising out of the Work and the state with respect to taxes pursuant to RCW 60.28.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

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

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect and Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect or Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect or Owner has made exhaustive or continuous on-site inspections; or that the Architect or Owner has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner. Payment by the Owner shall not constitute final approval of the Work done or the amount due.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract ~~Sum, Sum except for statutory retainage,~~ shall be made by the Owner to the Construction Manager within 30 days of the Owner's Final Acceptance of all the Work under the Contract, which shall occur when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work (including final accountings from cost-reimbursable Subcontractors) and a final Application for Payment; and
- .3 Final Completion has been achieved;
- .4 a final Certificate for Payment has been issued by the Architect, the Architect; and
- .5 the requirements for Final Acceptance in the revised A201-2007 General Conditions are met.

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

in accordance with the Contract Documents.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting (including the final accountings of any mechanical and/or electrical subcontracts under RCW 39.10.385) within 30 days after delivery of the final accounting to the ~~Architect~~ Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and

provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting. The Owner's final accounting shall not preclude or in any way limit the Owner from exercising its rights of audit under other provisions of this Contract.

§ 7.2.3 ~~If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation invoke the dispute resolution procedure of Article 15 of the revised General Conditions. Commencement of the dispute resolution procedure for the disputed amount shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation commence the dispute resolution procedure within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate undisputed amount in the final Application for Payment.~~

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

§ 7.2.5 Statutory retainage will be withheld separately from Applications for Payment for each Component. Notwithstanding anything to the contrary in the A201 General Conditions, the Owner and the Construction Manager intend that each of the Components will be considered its own separate "contract" to the extent that term is used in RCW 60.28. If and only if the requirements of this Section 7.2.5 are met, the parties intend that the retainage for each Component may be released separately and distinctly from the overall Project. Thus, it is the parties' intent that the Owner shall issue a separate Final Acceptance and final payment for each Component. So long as (a) the Owner receives the certificates of the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries for an individual Component, (b) the requirements of RCW 60.28.021 are met for that Component, (c) the Construction Manager's surety agrees in writing to the release of retainage for that Component, and (d) the Construction Manager agrees to defend, indemnify, and hold harmless the Owner from any claims made against the bond and retainage, all in a form agreeable to the Owner, then the Owner shall separately release the retainage in accordance with RCW 60.28 for an individual Component that achieves Final Completion and Acceptance notwithstanding the completion status other Components.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager ~~and the Owner shall purchase and maintain insurance, shall purchase and maintain insurance as set forth in the attached Exhibit 5, Indemnification / Hold Harmless and Insurance Requirements,~~ and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. ~~However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as~~

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~~a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply. the revised A201-2007.~~

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007~~[deleted]~~

Litigation in a court of competent jurisdiction in Island County, Washington

Other: *(Specify)*

~~[deleted]~~

§ 9.3 Initial Decision Maker

~~The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. A201-2007.~~

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

N/A

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the first Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007. Notwithstanding anything herein to the contrary, the Owner shall at all times maintain the right to terminate for cause or for convenience as described in Article 14 of AIA Document A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services reasonably and necessarily performed prior to receipt of a notice of ~~termination-termination, not to exceed the Preconstruction Services Cost.~~ In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the ~~a~~ Construction Phase but prior to the execution of ~~the any~~ Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the terminated Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase ~~services-~~ services; and
- .4 Adjust for statutory retainage in accordance with RCW 60.28.

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The Construction Manager is not entitled to any payment, including but not limited to Fee or markup, for Work not performed on a terminated Component for which no GMP Amendment has been executed.

The Owner shall also pay the Construction Manager fair ~~compensation~~, compensation to the extent permitted in Section 6.1 and not excluded by Section 6.2 of this Agreement, either by purchase or rental at the election of the Owner, for any equipment purchased for the Project and now owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

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

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of ~~the~~ a Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of ~~the~~ a Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of ~~the~~ a Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 ~~above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed above.~~

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in ~~Sections 5.1 and 5.3.5~~ Section 5.1 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in revised A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of revised A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of revised A201-2007 shall apply to both the Preconstruction and Construction Phases.

Int.

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§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§ 11.5.1 PROJECT INFORMATION

The Construction Manager and all Subcontractors shall submit Project information required by the state Capital Projects Advisory Review Board.

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

- Exhibit 1: Preconstruction Work Plans, Rates and Schedule
- Exhibit 2: Federal Requirements
- Exhibit 3: Not used
- Exhibit 4: Cost Responsibility Matrix
- Exhibit 5: Indemnification / Hold Harmless and Insurance Requirements

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


OWNER (Signature)


CONSTRUCTION MANAGER (Signature)

DEVERE SCOTT DUDLEY, MAYOR
(Printed name and title)

Thomei G. Peterson - VP
(Printed name and title)

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(Signed)

(Title)

(Dated)

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

Oak Harbor Clean Water Facility

THE OWNER:
(Name, legal status and address)
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

THE ARCHITECT:
(Name, legal status and address)

Carollo Engineers
1218 Third Avenue, Suite 1600
Seattle, Washington 98277

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

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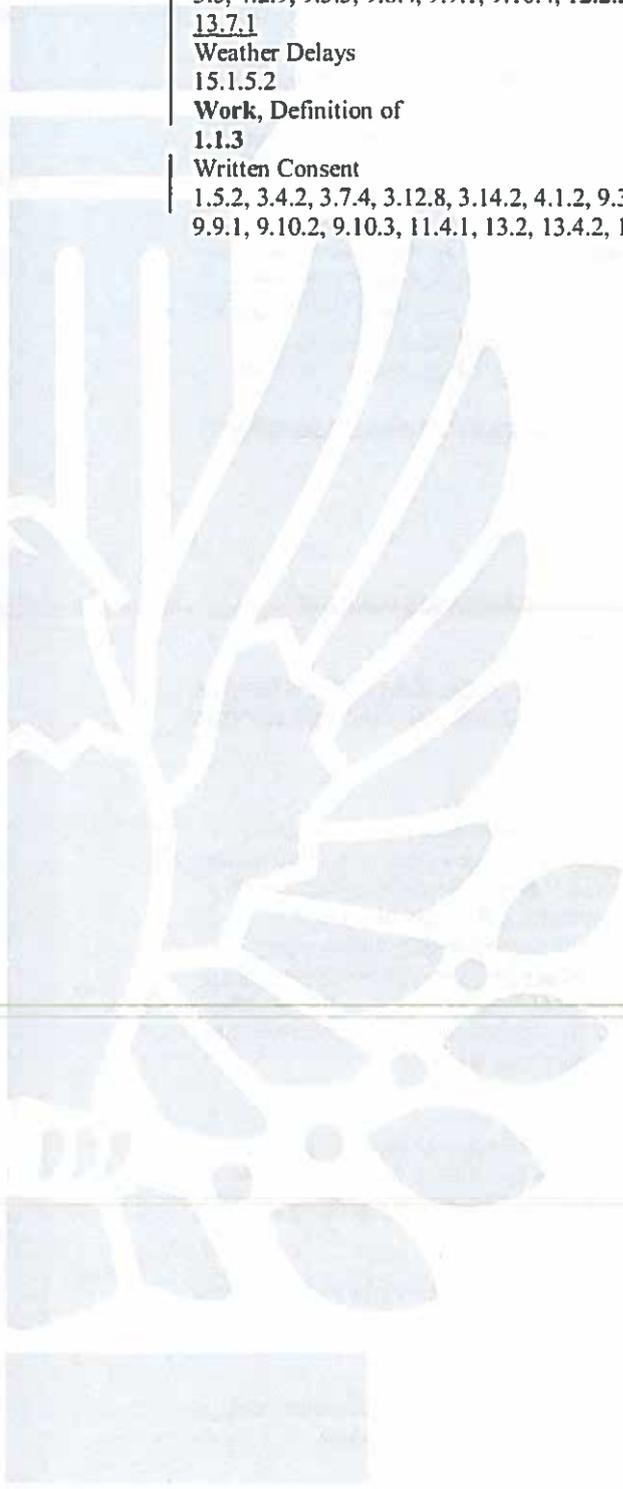
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ARTICLE 1 GENERAL PROVISIONS

§ 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~~ Architect or Owner. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as 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 requirements. In the event of a conflict or discrepancy among or in the Contract Documents that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, interpretation shall be governed in the following priority, with an Addendum or a revision to a Contract Document having precedence over the original document and later Addenda having precedence over earlier:

- .1 Agreement (revised A133-2009, including exhibits) (written amendments having precedence)
- .2 Any Special Conditions
- .3 Any Supplementary Conditions
- .4 These revised General Conditions (A201-2007)
- .5 Specifications
- .6 Schedules
- .7 Drawings (large-scale having precedence over small-scale, and written or computed dimensions having precedence over scaled dimensions).

In the event that Work is shown on Drawings but not contained in Specifications, the Work as shown shall be provided at no change in the GMP or Contract Time, according to specifications consistent with and reasonably inferable from the Work shown on the Drawings to be issued by the Architect.

§ 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~~, Sub-subcontractor (although the Owner does not waive any third-party beneficiary rights it may otherwise have as to Subcontractors of any tier). (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.

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§ 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~~ materials through which the Work to be executed by the Contractor is described.

§ 1.1.8 INITIAL DECISION-MAKER PROJECT MANUAL

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2. Project Manual is a volume or volumes assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, Specifications, and other related materials such as construction details and schedules.~~

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

§ 1.2.2 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~~ trade, nor shall it eliminate the Contractor's obligation to complete all of the Work when coordination between the Specifications and the Drawings or coordination between subcontracts is required.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words not defined in the Contract Documents that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 If the Contractor discovers that the Specifications, Drawings, or Project Manual fail to particularly describe the material or kind of goods to be used in any place or discovers an inconsistency or ambiguity between the Specifications, Drawings, or Project Manual or an inconsistency or ambiguity arises internally within the Specifications, Drawings, or Project Manual, then the Contractor shall make inquiry of the Architect as to what is best suited. The material that a competent contractor, having participated in a preconstruction phase and following accepted construction industry standards, would use in its place to produce first quality finished Work shall be considered a part of the Contract. If the Contractor discovers such inconsistency or ambiguity and fails to notify the Architect, there shall be no adjustment to the GMP or Contract Time.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles ~~or~~ and identified references to Sections in this document (3) the titles of other documents published by the American Institute of ~~Architects~~ Architects, or (4) published codes and standards.

§ 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. Reference in the singular to an article, device, item or piece of equipment shall include the larger of the number of such articles indicated in the Contract Documents or the number required to complete the installation.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants ~~shall~~ shall, subject to any right of the Owner, be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and ~~will~~ will, subject to any right of the Owner, retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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. All copies of the Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Contractor may retain one record set. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents. Any electronic files provided will be for the convenience of the Contractor. Neither the Architect nor the Owner shall be liable for any inaccuracy or incompleteness in information contained in an electronic copy of an Instrument of Service. Electronic files are not Contract Documents and cannot be relied upon as identical to the Contract Documents. Use of information contained in electronic files is at the Contractor's risk and without liability to the Architect or the Owner.

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.~~ Owner's City Council or the Owner's Mayor. Neither any other employee of the "Owner," nor any other persons, are authorized to act or make decisions on behalf of the Owner as it relates to the Agreement and the Contract Documents except as specifically authorized by the Contract Documents, the Owner's City Council, or the Owner's Mayor. No officer, agent, representative, or employee of the Owner shall be personally responsible for any liability arising under this Agreement.

~~§ 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. Provisions of the Contract Documents can be waived only in writing and by the Owner's City Council. No other person is authorized to grant such waiver on behalf of the Owner.~~

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 ~~Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. [Not used; see Section 3.1.2 of the A1333 Agreement.]~~

§ 2.2.2 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 environmental approvals, easements, assessments and related charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Contractor is responsible to secure and pay for licenses and all other permits.

§ 2.2.3 ~~The Owner shall~~ may 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

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor should assume that the locations of any underground or hidden utilities, active or abandoned underground tanks, plumbing or electrical runs indicated in the surveys or Contract Documents are shown in approximate locations, but the Contractor is responsible for making all utility location checks and verifications. The Contractor is responsible for performing all utilities investigation and location work to determine the precise locations thereof. The Contractor shall not damage or interrupt utilities or utilities services of any kind. The Contractor shall bear the risk of loss arising out of its Work which directly or indirectly damages or interrupts any utilities or utilities services, or causes or contributes to damages of any nature.

§ 2.2.4 ~~The Owner~~ Owner, upon written request, 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 reasonable information or services.

§ 2.2.5 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. Additional copies may be obtained at the cost of reproduction. Electronic files may be available from the Architect and may be subject to its terms. The Contractor will be responsible as a Cost of the Work for the duplication costs for Subcontractor bid packages (including those on which it bids) and will furnish, as a Cost of the Work, such copies of Drawings and Project Manuals to the Owner and the Architect as are reasonably necessary.

§ 2.3 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 or materially 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.

§ 2.4 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~~ seven (7) day period after receipt of written notice from the Owner to commence and continue to make reasonable progress toward the correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. The right of the Owner to correct the Work pursuant to this Section 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of itself or others.~~ If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 bonded, and insured~~ 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.~~ Documents and submittals approved or accepted pursuant to Section 3.12.

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

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§ 3.1.4 The Contractor shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract and a GMP Amendment 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. By executing this Contract and a GMP Amendment, the Contractor represents and acknowledges that the GMP will be reasonable compensation for all the Work of that Component, that the Contract Time is adequate for the performance of the Work of that Component, and that it has carefully examined the Contract Documents and the Project site, including any existing structures, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the physical labor, materials, equipment, goods, products, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface conditions and other foreseeable matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, local regulations, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, utilities, drainage; availability and condition of roads; normal climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and observable ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Contractor fully to acquaint itself with any such condition or matter shall not in any way relieve the Contractor from the responsibility for performing the Work of that Component in accordance with the Contract Documents and within the Contract Time and the GMP and shall not be the basis of a Claim.

§ 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 Drawings, Specifications and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions and verify any existing conditions, including all general reference points and any interfering existing conditions, related to that portion of the Work, and shall observe any conditions at the site affecting it-it and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing such activities. 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 and the Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. The Contractor shall not perform Work without applicable Drawings, Specifications, or written Modifications, or, where required, Shop Drawings, unless instructed to so in writing by the Architect or the Owner. Any inspection by the Contractor done pursuant to this Section shall be for purposes of facilitating construction and not for the purpose of verifying design integrity and/or code compliance. 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, building codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. The Contractor shall comply with all applicable Federal, State, County and City laws, ordinances, rules and regulations, including, but not limited to all standards, orders, or requirements under the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq. as amended), as well as the latest applicable versions of:

1. International Building Code (with Washington State Amendments);
2. Uniform Plumbing Code;
3. Uniform Mechanical Code;
4. International Fire Code
5. National Electrical Code;
6. Washington State Energy Code;

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7. Washington State Rules and Regulations for Barrier-Free Design;
8. Americans with Disabilities Act ("ADA");
9. Federal and State Safety Codes as adapted and/or modified by State and Local Ordinances;
10. All rules, regulations, and directions applicable to the site; and
11. Any applicable municipal code.

§ 3.2.4 If Subject to the restrictions in Section 2.2.4.2.4 of the A133 Agreement as to what constitutes a compensable design error or omission, if the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues any design errors or omissions or inconsistencies noted by the Contractor, or clarifications or instructions issued by the Owner or the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make any 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 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 unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Owner and the Architect. If the Contractor performs any construction activity it knows or reasonably should have known involves an error, inconsistency or omission in the Contract Documents or reports referenced therein without such notice to the Owner and the Architect, the Contractor shall be responsible for such performance and shall bear the attributable costs for correction.

§ 3.2.5 The Contractor will participate in recommending necessary investigations of hidden or subsurface conditions. The results of these investigations will be available for the convenience of the Contractor but are not a part of the Contract Documents. While the Contractor may reasonably rely upon such investigation results, there is no guarantee, express or implied, that the conditions indicated are representative of those existing throughout the site or that unforeseen developments may not occur. The Contractor is solely responsible for reasonably interpreting the information and extrapolating beyond the testing location, including each individual boring, test pit or other location.

§ 3.2.6 The Contractor shall do no Work without applicable Drawings, Specifications, or written modifications or, where required, Shop Drawings, Product Data, or Samples, unless instructed to do so in writing by the Architect and the Owner.

§ 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, assembly details and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contractor shall review any such specific instructions concerning construction means, methods, techniques, sequences, assembly details, or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner required and shall advise the Owner and Architect (a) if the specified instruction or procedure deviates from what the Contractor considers to be good construction practice or jeopardizes jobsite safety, (b) if following the instruction or procedure will negatively affect any warranties, or (c) if the Contractor objects to the instruction or procedure. The Contractor shall propose alternative instructions or procedures acceptable to the Contractor, for which no increase in the GMP or Time will be made. The Contractor shall not proceed with such alternative instruction or procedure without the written acceptance of the Owner and the Architect, and the Contractor shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's principals, agents, employees, Subcontractors of any tier 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. Subcontractors of any tier.

§ 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. Under no condition shall a section of Work proceed prior to preparatory work having been completed, cured, dried and otherwise made satisfactory to receive the related work. Responsibility for timely installation of all materials and equipment rests solely with the Contractor, who shall maintain coordination control at all times. The Contractor shall ensure that the responsible Subcontractor has carefully examined all preparatory work that has been executed to receive its work and has notified the Contractor (who shall notify the Owner and Architect in writing) of any defects or imperfections in preparatory work that will, in any way, affect satisfactory completion of the Work. The lack of such notification or the failure of the Contractor to inspect such portions of the Work shall constitute an acceptance of preparatory work and a waiver of any later claim of defect therein.

§ 3.3.4 The Contractor shall perform such detailed examination, inspection and quality control and surveillance of the Work as will ensure that the Work is progressing and is being completed in strict accordance with the Contract Documents, including the then current issue of the Drawings, Specifications, and accepted shop drawings. The Contractor shall be responsible for examination, inspection and quality control and surveillance of all Work performed by any Subcontractor of any tier. The Contractor shall determine when it is necessary to perform, and shall perform, tests (as a Cost of the Work and in addition to those requested by the Owner or required by the Specifications or any other provision of the Contract Documents) to verify its inspections or to ensure that the Work is being completed in strict accordance with the Contract Documents. The Contractor shall report known errors, omissions, or inconsistencies to the Architect and the Owner before commencing Work. Inspections by or on behalf of the Owner shall not constitute approval of the Work.

§ 3.3.5 The Contractor shall plan and lay out all Work in advance of operations so as to coordinate all work without delay or revision. The Contractor shall establish and maintain existing lot lines, survey markers, restrictions and bench marks. The Contractor shall establish and maintain all other lines, levels and bench marks necessary for the execution of the Work and take necessary steps to prevent their dislocation or destruction. The Contractor shall employ a professional land surveyor registered in the State of Washington to initially lay out and be responsible for the accuracy of the Work and to create and submit to the Owner an as-built survey and accurate utility as-builts for use by the Owner. The Contractor shall provide an as-built surveyed site plan noting all site improvements, including but not limited to building corners, edge of pavement, signs, markings, back of curb, sidewalks, and type and grade of all wet utilities including existing utilities exposed during construction.

§ 3.3.6 The Contractor shall maintain and contemporaneously provide the Owner with copies of daily reports of the activities related to the Work, including but not limited to numbers of workers by trade, equipment in use and stored, inspections, and performance of Change Order and Construction Change Directive 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 authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the After a GMP Amendment has been executed, the Owner and the Architect may consider a written request for the substitution of material or products in place of those specified in the Contract Documents for that Component only under exceptional circumstances, as described in the Specifications, following the procedures of the Contract Documents. The written request must include the specifications for the material or product and any proposed change in the GMP or Contract Time. The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By requesting a substitution, the Contractor represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified (or if not equal or better in all respects, the Contractor shall identify such deficiencies), that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that it waives any other

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known or unknown Claim for an increase in the GMP or Contract Time, that it has coordinated with affected Subcontractors, and the substitution will not impact other parts of the Work, and that it will coordinate the installation of the substitute if accepted and make all associated changes in the Work. The Contractor will be responsible for the reasonable costs of any time the Owner and/or the Architect expend in reviewing a substitution request.

~~§ 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. Personnel.~~

§ 3.4.3.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work, including observance of drug testing and all smoking, tobacco, alcohol, parking, safety, weapons and other rules governing the conduct of personnel at the Project site. The Contractor shall not permit employment of persons or persons not properly skilled in tasks assigned to them or otherwise unfit. The Contractor shall ensure that all persons performing the Work comply with the Owner's tobacco-free policy (copies of which will be made available to the Contractor upon request), chemical use and weapons prohibitions policies and will not and do not engage in inappropriate conduct or inappropriate contact with the Owner's staff. The Contractor shall remove from the Work and Work site any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable without change in the Contract Sum or Contract Time. Without limiting the generality of the foregoing, the Contractor shall ensure by appropriate provisions in each subcontract agreement that the Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has engaged in such action. At no change to the Contract Sum or Contract Time, the Contractor shall remove from the Work and Work site any employee or other person pursuant to this Section 3.4.3. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

§ 3.4.3.2 No employees of either the Contractor or any of its Subcontractors of any tier shall harass, intimidate, have physical contact with, or engage in other verbal or physical conduct or communication of a sexual, intimidating or harassing nature with the Owner's staff, nor create an intimidating, hostile or offensive environment. The Contractor shall remove from the Work and Work site any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable. Without limiting the generality of the foregoing, the Contractor shall ensure by appropriate provisions in each subcontract agreement that the Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has engaged in such action. At no change to the Contract Sum or Contract Time, the Contractor shall remove from the Work and Work site any employee or other person pursuant to this Section. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

§ 3.4.4 Wages.

§ 3.4.4.1 This Contract and this Project are subject to RCW 39.12, Washington's Prevailing Wage Act and Subchapter IV of chapter 31 of title 40, United States Code, the Davis-Bacon Act. Applicable workers must be paid the State prevailing wage rate, and are entitled to coverage under the Washington State prevailing wage and labor standards laws. Analysis must be done on a trade classification basis for each worker to ensure that proper wages are paid.

§ 3.4.4.2 The Contractor shall comply with Subchapter IV of chapter 31 of title 40, United States Code (the Davis-Bacon Act) and Exhibit 2. In the event of any conflict between the wage rates set forth in the Davis-Bacon Act wage determination of the U.S. Secretary of Labor and the prevailing rate of wage as determined by the Industrial Statistician of the Washington State Department of Labor and Industries, the Contractor and its Subcontractors of any tier shall pay the highest applicable wage rate.

§ 3.4.4.3 Pursuant to RCW 39.12, Washington's Prevailing Wage Act, no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is attached to the executed contract and made a part of the Contract Documents by reference as though fully set forth herein; if not attached, then the applicable prevailing wages are determined as of the bid date for the county in which the Project is located and are available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. A copy is available for viewing at the Owner's office and a hard copy will be mailed upon request. The Contractor shall also keep a paper copy at the Project site. To the extent that there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, or if no schedule is attached, the applicable published rates shall apply with no increase in the GMP. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid. The Contractor shall provide the respective Subcontractors with

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a schedule of the applicable prevailing wage rates. Questions relating to prevailing wage data should be addressed to the Industrial Statistician upon request.

Mailing Department of Labor and Industries
Address: Prevailing Wage Office
PO Box 44540
Olympia, WA 98504
Telephone: (360) 902-5335
Facsimile: (360) 902-5300

§ 3.4.4.4 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the state, and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

§ 3.4.4.4 The Contractor shall defend, indemnify and hold the Owner harmless, including attorneys' fees, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of the Davis-Bacon Act, RCW 39.12 ("Prevailing Wages on Public Works") and Chapter 51 RCW ("Industrial Insurance"), including without limitation RCW 51.12.050.

§ 3.4.5 The Contractor shall comply with all applicable provisions of RCW 49.28 ("Hours of Labor").

§ 3.4.6 Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-307-560 et seq., the Contractor shall provide the Owner copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier at the Project Site. The Contractor shall not be entitled to an increase in the Contract Time or Cost of the Work arising from its failure or alleged failure to comply with this statute or regulation.

§ 3.4.7 Certified Asbestos-Free and Lead-Free Products: All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards. At Final Completion of each Component, the Contractor shall submit Certifications of Asbestos-Free and of Lead-Free Materials certifying that all materials and products incorporated into the Work meet the requirements of this section.

§ 3.4.8 The Contractor shall be responsible for labor peace on the Project and shall at all times use its best efforts and exercise its best judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances, and shall at all times maintain Project-wide labor harmony.

§ 3.4.9 Materials shall conform to the manufacturer's standards in effect at the date of execution of the Contract Documents and shall be installed in strict accordance with the manufacturer's instructions, specifications and directions. The Contractor shall, if required in writing by the Owner or the Architect, furnish satisfactory evidence regarding the kind and quality of any materials identifying thereon the source, and warranting their quality and compliance with the Contract Documents.

§ 3.4.10 Apprenticeship.

§ 3.4.10.1 Pursuant to RCW 39.04.320, no less than fifteen percent (15%) of the Labor Hours shall be performed by apprentices, unless a different amount is permitted or otherwise required by law.

§ 3.4.10.2 Apprentice hours shall be performed by participants in training programs approved by the Washington State Apprenticeship Council.

§ 3.4.10.3 "Labor hours" means the total hours of workers receiving an hourly wage who are directly employed on the site of the public works project. "Labor hours" includes hours performed by workers employed by the Contractor and all Subcontractors working on the Project. "Labor hours" does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements of RCW 39.12.

§ 3.4.10.4 During the term of this Contract, the Owner may adjust the apprentice labor hour requirement upon its finding or determination that includes:

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- (1) A demonstration of lack of availability of apprentices in the geographic area of the Project;
- (2) A disproportionately high ratio of material costs to labor hours that does not make feasible the required minimum levels of apprentice participation;
- (3) Demonstration by participating contractors of a good faith effort to comply with the requirements of RCW 39.04.300, 39.04.310 and 39.04.320;
- (4) Small contractors or subcontractors (e.g., small or emerging businesses) would be forced to displace regularly employed members of their workforce;
- (5) The reasonable and necessary requirements of the Contract render apprentice utilization infeasible at the required level (e.g., the number of skilled workers required and/or limitations on the time available to perform the Work preclude utilization of apprentices); or
- (6) Other criteria the Owner deems appropriate, which are subject to review by the office of the Governor.

§ 3.4.10.5 The Contractor shall report apprentice participation to the Owner at least quarterly, on forms provided or approved by the Owner. In addition, copies of quarterly certified payroll records may be requested to document the goal. The reports will include:

- (1) The name of the Project;
- (2) The dollar value of the Project;
- (3) The date of the Contractor's notice to proceed;
- (4) The name of each apprentice and apprentice registration number;
- (5) The number of apprentices and labor hours worked by them, categorized by trade or craft;
- (6) The number of journey level workers and labor hours worked by them, categorized by trade or craft; and
- (7) The number, type, and rationale for the exceptions granted.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes 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.

§ 3.5.1 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 explicitly permit otherwise. The Contractor further warrants that the Work will be performed in a skillful and workmanlike manner, 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. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized is considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse by the Owner, alterations to the Work not executed or supervised by or through the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance and final payment.

§ 3.5.2 The Contractor shall secure, assign if requested by the Owner, and furnish directly to the Owner all written warranties required by the Contract Documents, first executed by the applicable Subcontractor and those suppliers and manufacturers furnishing materials for the Work, and subsequently countersigned by the Contractor, which shall extend to the Owner all rights, claims, benefits and interests that the Contractor may have under express or implied warranties or guarantees against the Subcontractor, supplier or manufacturer for defective or non-conforming Work. Prior to furnishing Owner with written guarantees and warranties, the Contractor shall provide copies to the Architect for review.

§ 3.5.3 Warranty language shall comply with the Contract Documents and shall be submitted to the Owner and Architect at least thirty (30) days prior to ordering the warranted material or equipment.

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§ 3.6 TAXES

The Contractor shall pay sales, consumer, ~~use-use, business and occupation, income~~ 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.~~ Owner will pay only for:

- Initial Building Permit fees, City grading permit fees, and City flood plain permit fees; and
- Inspection fees covered under the initial Building Permit fees, City grading permit fees, and City flood plain permit fees.

The Contractor shall secure and pay for all other permits, fees, and licenses necessary for the execution of the Work, including without limitation all utility connection fees, Subcontractor permits and fees including plan check fees for deferred submittals, the application fees and review fees for any and all Shop Drawings or bidder designed systems, any inspection fees not covered by the initial building permit fee, including re-inspection fees, renewals and penalties, miscellaneous, ancillary and governmental fees, 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. The Owner will not pay, and the Contractor will be responsible for and will not be reimbursed for, license fees or any renewals or penalties not caused by the Owner.

§ 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. The Contractor shall coordinate and schedule all Work with entities with jurisdiction over the site, permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work. The Contractor shall keep the Owner informed of communications from these authorities and utilities. The Owner will assist the Contractor with such coordination and scheduling, but the Owner is not responsible for any delays caused by such permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority. The Contractor shall be responsible for providing all information, documents, and fees to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority within thirty (30) days after issuance of the Notice to Proceed to the extent necessary for site access and, for other purposes, as soon as necessary to obtain and coordinate permits, utility and other such connections. The Contractor shall obtain all permit renewals during the course of the Work. The Contractor is responsible for providing information and fees to the Department of Labor and Industries.

§ 3.7.3 If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, 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 any soils reports made available to the Contractor by the Owner or 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 written notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days the time period required in Article 15 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect both, consistent with the requirements of the Contract Documents. If the Owner, after consultation with 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-Owner shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No increase to the GMP or the Contract Time shall be allowed if the Contractor knew or reasonably should have known of the concealed conditions prior to its execution of the GMP Amendment for that Component.

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§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites ~~or wetlands as defined in reference materials provided by the Owner~~ 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 meet all requirements of the archaeological Monitoring and Treatment Plans and any additional requirements of the Washington State Department of Archaeology and Historic Preservation ("DAHP") and the Army Corps of Engineers and shall immediately notify the Owner and Architect. The Contractor shall continue with all other operations that do not affect those remains ~~or features or features unless otherwise directed by the Owner, DAHP, or the Army Corps of Engineers.~~ 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 made reasonable and timely written 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, taxes except sales tax on progress payments,~~ 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~~ actual, reasonable costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

Allowances are defined in the Contract Documents due to the uncertainty in the scope, price and quantity of the Allowance items at the time the Contract was executed. Whenever actual costs are more or less than the allowance, the GMP will be adjusted accordingly by Change Order. The Contractor must provide the Owner with written notice of its intent to exceed an allowance amount with estimates and justification (providing the Owner with the opportunity to approve or reject the excess costs) before exceeding an allowance amount.

§ 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~~ competent, computer literate, experienced project manager, superintendent and necessary assistants as identified in the Contractor's proposal who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 The Contractor, ~~as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14-day period shall constitute notice of no reasonable objection.~~ Superintendent, project engineer and project manager shall be employees of the Contractor. The superintendent shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight (8) hours per day, five (5) days per week, unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents or unless Substantial Completion is attained. After Substantial Completion of a Component, a qualified, experienced representative of the Contractor with authority to bind the Contractor shall remain on site full-time until Final Completion of that Component is attained. Neither the

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superintendent nor the Contractor's project manager or project engineer nor any other individual identified in the Contractor's proposal shall be changed without the approval of the Owner, which shall not be unreasonably withheld. The superintendent shall not be employed on any other project during the course of the Work. The Contractor shall also have available for work on site experienced, skilled employees, such as carpenters, laborers, erection specialists, etc., to perform work as needed.

§ 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. Upon execution of a GMP Amendment, the Contractor shall also furnish to the Owner and the Architect

- .1 A chain-of-command organizational chart which includes all supervisory personnel, including all personnel identified in the Contractor's response to the RFP, the project manager, and the superintendent, assistant superintendent, lead foreman, and testing and start-up coordinator that the Contractor intends to use on the Component. The chart shall specify any limits of authority for each person, including any limitation on his/her ability to speak for and bind the Contractor, as well as any limits on decision-making authority with respect to specific dollar values, Contract Time, and issues affecting quality of the Work.
- .2 Complete resumes, including all past and current projects completed within the past five years, for all personnel included in Contractor's organizational chart. The Owner intends to review the resumes and verify references, and it reserves the right to reject personnel reasonably believed to be unsuitable or incompatible for the Project. The Contractor shall replace any rejected personnel with an agreeable replacement at no increase in the GMP or Contract Time.
- .3 A list of telephone numbers for all key personnel of the Contractor and its principal subcontractors for purposes of contacting personnel after hours in the event of an emergency. The list shall be periodically updated as necessary to ensure the Owner and the Architect have the most current information.

§ 3.9.4 The Contractor shall not employ a proposed superintendent, or project manager to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent, or project manager without the Owner's consent, which shall not unreasonably be withheld or delayed. The Contractor shall have available for work on site experienced, skilled employees, such as carpenters, laborers, and erection specialists, to perform work as needed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, as specified in the A133 Agreement, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. Work, which shall be consistent with the requirements of the Contract Documents. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and and keep current a submittal schedule for each Component coordinated with the construction schedule, promptly after executing the GMP Amendment for that Component and provide updates thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Owner's and Architect's review. The Owner's and Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect and Owner reasonable time to review submittals. If the Contractor fails to submit a acceptable 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 review of submittals. Neither the Owner nor the Architect can guarantee response times from governmental authorities, such as permitting agencies or review of any required deferred submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Architect and shall promptly notify the Owner of any substantial deviations from those schedules. The Contractor's Construction Schedule shall be based upon a critical path method ("CPM") analysis of construction activities and sequence of operations needed for the orderly performance and completion of all separable parts of the Work, in the form of a precedence diagram and activity listing and time-scaled, all in accordance with the

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Contract and within the Contract Time. The Contractor shall utilize scheduling software for its CPM scheduling. The Schedule shall be resource loaded and provided to the Owner in electronic, readable format. It shall reflect the Components and include the Date of Commencement, any milestone dates identified in the Specifications, the Date(s) of Substantial Completion, and the Date(s) of Final Completion in accordance with the Contract Documents. The Schedule shall be updated monthly and submitted with the Contractor's Application for Payment. The Critical Path shall be clearly indicated on the Contractor's Construction Schedule.

§ 3.10.4 The Contractor shall not be entitled to any adjustment in the Contract Time, the Contractor's Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule. To ensure that the Owner is substantively aware and effectively able to mitigate any Project delays, the Contractor shall not be entitled to any extension of time, compensable or otherwise, for any delay that occurred during any time the Contractor has not timely submitted an updated Construction Schedule as required by the Contract Documents.

§ 3.10.5 The Contractor shall attend and participate in and ensure applicable Subcontractors of any tier attend and participate in:

- .1 A preconstruction meeting;
- .2 Regular weekly on-site Project status meetings scheduled by the Owner or by the Architect to review progress of the Work, to discuss the Contractor's progress reports, to obtain necessary Owner's or Architect's approvals, and generally to keep the Owner and Architect informed and involved in the progress of the Project; and
- .3 Other meetings scheduled from time to time by the Owner or by the Architect to review progress of the Work and other pertinent matters.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner and update at least weekly one record copy of the Drawings, Specifications, Addenda, Change Orders-Orders, Construction Change Directives and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one record copy of approved or accepted Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and the Owner and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The record drawings shall be in accordance with Specification Section 01720, Record Drawings.

§ 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 the way by which 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 and acceptance or approval of such submittals by the Owner or the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the 4.2.7 and shall not constitute an approval of the Contractor's means and methods or a waiver or modification of any requirement of the Contract Documents. Informational submittals upon which the Owner or 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 (but are not required to be) returned by the Owner or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, note any deviations from the Contract Documents, approve in writing, and submit to the Architect-Architect, Shop Drawings, Product Data,

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Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by accepted by the Owner and the Architect or, in the absence of an approved-accepted submittal schedule, with reasonable promptness and frequency and in such sequence and uniform flow rate consistent with the submittal schedule as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action, which will not constitute an Owner-caused delay to the Contractor. At the time of submission, the Contractor shall inform the Architect in writing of any deviation in the Shop Drawings, Product Data, or Samples from the requirements of the Contract Documents. So far as practicable, each Shop Drawing or Product Data submittal shall bear a cross reference note referring to Drawing or detail numbers on the Drawings showing the same Work in order to facilitate checking of Shop Drawing or Product Data and their prompt return to the Contractor. Shop Drawings for interrelated Work shall be submitted at approximately the same time. Unless otherwise directed in writing, the Contractor shall submit one reproducible copy and five black line print copies to the Architect for its use and distribution. The Architect will retain the reproducible copy. The Contractor shall keep accurate records of the receipt, review and delivery of all submittals and shall submit to the Owner monthly reports on the status of their review, identifying the location and the causes of any failure to promptly receive such submissions and suggesting responsibility.

§ 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.

- .1 Each submittal shall bear a stamp or specific written indication that the Contractor has satisfied its responsibilities under the Contract Documents with respect to the review of the submission. The Contractor's superintendent must initial each submittal. Submittals that are simply passed through by the Contractor's clerical staff are not sufficient to meet these requirements
- .2 Each submittal shall be accompanied by a completed Submittal Cover Sheet, as included in the Project Manual or provided by the Architect, which shall clearly identify applicable Specification Section and paragraph number(s), material, supplier, pertinent data such as catalog numbers and the use for which it is intended.

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

§ 3.12.8 The Work shall be in accordance with ~~approved-accepted~~ submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's ~~approval review or acceptance~~ of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written ~~approval to acceptance~~ of 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~~ approval, review or acceptance thereof. Any corrections or modifications to Shop Drawings made by the Architect shall be deemed accepted by the Contractor, without change in Contract Sum or Contract Time, unless the Contractor provides the Architect with written notice at least three (3) working days before commencing any Work from such Shop Drawings and complies with the change procedures in the Contract Documents. The Contractor shall make all corrections requested by the Architect and, when requested by the Architect, provide a corrected submittal without change in the Contract Sum or Contract Time.

§ 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 written notice, the Architect's approval or acceptance 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. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must ~~satisfy~~ satisfy, including but not limited to providing evidence of professional liability coverage in accordance with the Contract Documents. The Contractor shall cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, ~~approve~~ accept 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, permits, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Portions of the site may be occupied and in use during construction. The Contractor is responsible to coordinate its Work with any such occupation or use at no increase to the GMP or Contract Time and at no disruption to the occupancy or use.

§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 Any existing structures and facilities, including but not limited to buildings, landscaping, utilities, topography, streets, curbs, and walks, that are damaged or removed due to excavations or other construction operations of the Contractor, shall be patched, repaired or replaced by the Contractor to the satisfaction of the Architect, the owner of such structures and facilities, and governmental authorities having jurisdiction. In the event the governmental authorities require that the repairing and patching be done with their own labor and/or materials, the Contractor shall abide by such regulations and it shall pay for such work at no additional cost to the Owner.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding ~~area~~ area, including roads, free from accumulation of waste materials or rubbish caused by operations under the Contract. The Contractor shall furnish portable containers on site for use by all trades. At the Owner's request and, in any event, at the 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. Contractor for any clean up costs.

§ 3.16 ACCESS TO WORK

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

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§ 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

~~§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. [Not used; see Exhibit 5. Indemnification / Hold Harmless and Insurance Requirements.]~~

~~§ 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 Owner shall retain an architect or engineer lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering 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. The term "Architect" means the Architect or the Architect's authorized representative and does not include any employees of the Owner.

§ 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~~ Owner and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect ~~as to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 ~~The Architect will provide~~ Owner's Designated Representative or designee will administer the Owner-Construction Manager contract. The Architect will assist in providing administration of the Contract as described in the Contract Documents and will be an Owner's representative Documents, during construction until the date the Architect issues the final Certificate for Payment for Payment and with the Owner's concurrence from time to time during the one (1) year period for correction of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. The Architect is not the agent of the Owner, and is not authorized to agree on behalf of the Owner to changes in the Contract Sum or Contract Time, nor to direct the Contractor to take actions that change the GMP or Contract Time, nor to receive notice or Claims on behalf of the Owner. To the extent that the Contract Documents provide for administration by the "Architect," the Owner may elect to have such administration be performed by the Owner, an Owner representative, a separate construction administrator, or a separate architect or engineer.

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§ 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 and to keep the Owner reasonably informed about 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~~ Neither the Architect nor the Owner will 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, except as provided in Section 3.3.1. The presence of the Architect or the Owner at the site shall not in any manner be construed as assurance that the Work is being completed in compliance with the Contract Documents, nor as evidence that any requirement of the Contract Documents of any kind, including notice, has been met or waived.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. ~~The Architect will not~~ Neither the Architect nor the Owner will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not Neither the Architect nor the Owner will 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. Neither the Architect nor the Owner will be responsible for defining the extent of any subcontract or dealing with disputes between the Contractor and third parties.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the ~~Architect-Owner's~~ Designated Representative about matters arising out of or relating to the Contract. The Contractor also shall provide the Owner with a direct copy of all written communications to the Architect, including all notices, requests, substitutions, RFIs, Claims, and potential changes in the GMP or Contract Time but not including Shop Drawings, Product Data or Samples. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through ~~the Contractor~~ the Contractor except as provided in the Contract Documents. Communications by and with separate contractors shall be through the ~~Owner~~ Owner's Designated Representative. Communications may be simultaneously copied to other recipients.

§ 4.2.5 Based on the Architect's observations and evaluations of the Work and the Contractor's Applications for Payment, the Architect will ~~review and certify~~ make recommendations to and otherwise assist the Owner to determine the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 ~~The Architect has~~ Owner and the Architect have authority to reject Work that does not conform to the Contract Documents. Whenever the Owner or the Architect considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect and the Owner 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 or the Owner or their representatives to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and ~~approve~~ accept, 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 with reasonable promptness 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

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shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, 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. The Contractor shall clearly note any deviations from the Contract Documents. Regardless of how a submittal is marked, the Contractor should not presume that the Architect has reviewed a submittal in every aspect.

§ 4.2.8 The Owner, with the assistance of the Architect or other designee, will prepare Change Orders and Construction Change Directives, and may authorize 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~~ make observations, make recommendations and otherwise assist the Owner to determine the date or dates of Substantial Completion and the date of ~~final completion~~; 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 other~~ documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents and 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.~~

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the ~~Contract Documents~~ Drawings and Specifications 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 to the Contractor 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~~ Documents and agreeable to the Owner.

§ 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 a reasonable time and 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~~ site or to supply materials or equipment. 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 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~~ site or to supply materials or equipment. 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.

§ 5.1.3 A Subcontractor of any tier is a Subcontractor or Sub-subcontractor.

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§ 5.1.4 The designation of terms in this Article 5 is not meant to change or alter the definitions contained in RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," RCW 39.12, "Prevailing Wages on Public Works," or other statutory definitions of a subcontractor for the purposes of such statutes.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, ~~each Subcontractor bid package~~, shall furnish in writing to the Owner through ~~and the Architect~~ the names of all persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The ~~Architect~~ Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the ~~Architect~~ Architect, after due investigation, has reasonable objection to any such proposed person or entity or (2) that the Owner or Architect requires additional time for review. "Reasonable objection" shall include without limitation lack of "responsibility" of the proposed Subcontractor, as defined in RCW 39.04.350 or lack of qualification as required within the Specifications, or as otherwise described in Section 5.2.3. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection. If the Owner or Architect makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the GMP or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the GMP and Contract Time.

§ 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 a timely and reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the ~~Contractor~~, the Contractor or a Subcontractor, the Contractor or Subcontractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was qualified, "responsible" and reasonably capable of performing the Work, the Contract Sum and Contract Time for that Component 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~~, (no more than seven (7) days) and responsively in submitting qualified names as required and no increase in the Contract Sum or Contract Time shall be allowed for such change (1) if the Owner reasonably concludes that a proposed Subcontractor has materially failed to perform satisfactorily (such as submitting a false or frivolous claim, causing a material delay or failing to close out its work in a timely manner) on one or more projects for the Owner within five (5) years of the bidding date or is otherwise not "responsible" as defined in the Contract Documents, the bidding documents, RCW 39.04.350 and RCW 39.10, (2) if the proposed Subcontractor is not qualified as required within the technical sections of the Project Manual, or (3) if the proposed lower-tier Subcontractor is different from the entity listed with the first-tier Subcontractor's Bid. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work or compliance with all of the requirements of the Contract within the GMP and Contract Time. The Contractor's listing or use of any Subcontractor that is not "responsible" shall be sufficient cause for the Owner to declare that the Contractor is not a responsible bidder, unless the Contractor agrees to substitute a responsible Subcontractor at no change to the GMP or Contract Time.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution. If the Owner reasonably concludes that any portion of the Work subcontracted by the Contractor is not being performed in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, remove the Subcontractor performing such work. This removal shall not relieve the Contractor of its responsibility for the performance of the Work or compliance with all of the requirements of the Contract, within the GMP and Contract Time, nor shall the Owner be obligated to so request.

§ 5.2.5 The Contractor shall verify responsibility criteria for each first-tier Subcontractor. A Subcontractor of any tier that engages lower-tier Subcontractors must verify responsibility criteria for each of its lower-tier Subcontractors. Verification shall include that each lower-tier Subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in the bidding documents for the bid package.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor,

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~~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, which the Contractor, by these 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.~~

§ 5.3.1 By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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. The Contractor shall provide to the Owner copies of the written agreements between the Contractor and any Subcontractor on request.

§ 5.3.2 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors of any tier, including any suppliers of early procurement items and any assigned Subcontracts. No subcontracting of any of the Work shall relieve the Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or from its responsibility for the performance of any other of its obligations under the Contract Documents. The Contractor will be responsible for any scope gaps in its subcontracts with Subcontractors, including gaps that result from Subcontractor exclusions. The Contractor is responsible for the timely, accurate and appropriate Subcontractor coordination of the Work of lower-tier Subcontractors in accordance with the overall Work, including communications, meetings, drawings, illustrations, and other necessary associated activities required for the successful coordination of all trades, schedules, materials and workmanship.

§ 5.3.3 The Contractor agrees to diligently, and using its best efforts, cause each Subcontractor of any tier to correct, at that Subcontractor's own expense, all Work performed by the Subcontractor that is defective in material or workmanship or otherwise fails to conform to the Contract Documents, including all necessary removal, replacement and/or repair of any other portion of the Project which may be damaged in removing, replacing or repairing any portion of the Project. If a Subcontractor of any tier defaults in its obligation promptly to correct any such deficiency, the Contractor shall be responsible for correcting the deficiency.

§ 5.3.4 The Contractor shall, and shall cause its Subcontractors of any tier to, comply with the Davis-Bacon and prevailing wage requirements set forth in the Contract Documents, give all required notices and comply with all applicable health and safety laws, rules, regulations, codes and lawful orders of public authorities and of quasi-governmental authorities relating to the Work, including without limitation all OSHA and WISHA requirements, and the Contractor shall, and shall cause applicable Subcontractors of any tier to, indemnify, defend and hold harmless the Owner from and against any and all claims, liabilities, fines and attorneys' fees arising from any failure of the Contractor or a Subcontractor of any tier to have complied with any such requirements in any respect.

§ 5.3.5 The Owner reserves the right to enter into one or more contracts ("Assigned Subcontracts") with certain entities as may be described in the Contract Documents or a GMP Amendment. The Owner will assign all of its rights in any

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such Assigned Subcontract to the Contractor, without recourse. The Owner shall provide to the Contractor copies of any written Owner-Supplier agreements to any early procurement contracts and any agreements between the Owner and any Assigned Subcontractors.

§ 5.3.6 After a subcontract is assigned, the Contractor will be fully responsible in all respects for the performance and payment of that assigned subcontractor under any Assigned Subcontract to the same extent as all other Subcontractors of any tier, and the Work under any Assigned Subcontracts will become part of the Work of the Contractor on the Project.

§ 5.3.7 The GMP shall include the amount(s) specified for any such Assigned Subcontracts and reflect and include any expenses of any kind, including but not limited to fee, markup, supervisory or administrative expenses, etc., associated with any Assigned Subcontracts.

§ 5.3.8 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors of any tier, including any suppliers of early procurement items and any Assigned Subcontractors. No subcontracting of any of the Work shall relieve the Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or from its responsibility for the performance of any other of its obligations under the Contract Documents.

§ 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 or 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the ~~subcontract~~ subcontract, but only for events and payment obligations that occur after the date of the assignment.

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

§ 5.4.3 Upon such 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.

§ 5.5 LIENS

§ 5.5.1 The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors of any tier) to the extent that the Owner has paid the Contractor for such. The Contractor shall furnish to the Owner such releases of liens and claims and other documents monthly with its Application for Payment to evidence such payment (and discharge). The Owner may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are furnished. The Contractor may provide other security acceptable to the Owner, such as a bond, in lieu of paying disputed liens or claims.

§ 5.5.2 The Contractor shall defend, indemnify, and hold harmless the Owner from any liens, including all expenses and Architect's and attorneys' fees, except to the extent a lien has been filed because of failure of payment by the Owner for the Work in any such lien.

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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those

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portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15. The Contractor shall not be entitled to claim for such separate construction or operations to the extent that the separate construction and operations are disclosed in the Contract Documents or known to the Contractor prior to execution of the GMP Amendment for that Component.

§ 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 other separate contractors and the Owner in reviewing their construction schedules, and coordinating their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual ~~agreement.~~ agreement with the Owner. The construction schedules shall then constitute the schedules to be used by the Contractor, its Subcontractors, 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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. If the Contractor receives items from a separate contractor or from the Owner for storage, erection or installation, the Contractor shall acknowledge receipt for items delivered, and thereafter will be held responsible for the care, storage and any necessary replacement of items received.

§ 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 report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse and indemnify 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. If such a separate contractor sues or initiates any proceeding against the Owner on account of any damages or delays alleged to have been caused solely by the Contractor, the Owner shall notify the Contractor. The Contractor shall defend all such proceedings at its own expense, and shall defend, indemnify and hold the Owner harmless from any damages awarded on such claims, including all attorneys' fees and other costs incurred by the Owner.

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

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14. The Owner and each separate contractor shall promptly remedy damage they cause to the Work.

§ 6.2.6 The Contractor shall be liable to the extent it or any of its Subcontractors of any tier cause damage of any kind, including but not limited to delay, to any other contractor on the Project, and the Contractor shall, after notice to the Owner, promptly attempt to settle with such other contractor by agreement or otherwise to resolve the dispute.

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§ 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, solely 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 or Owner alone.

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

§ 7.1.4 Before effectuating a change in the Work, the Owner may request the Contractor to propose the amount of change in the GMP, if any, and the extent of change in the Contract Time, if any, arising from the proposed change in the Work. The Contractor shall submit its responsive proposal as soon as possible and within fourteen (14) days, and shall in good faith specify the components and amounts by which the GMP and/or Contract Time would change. Labor, materials and equipment shall be limited to and itemized in the manner described in Section 7.5 for the Contractor and major Subcontractors. If the Contractor fails to respond within this time, the Owner may withhold some or all of a progress payment otherwise due until the tardy proposal is received. If the Owner explicitly accepts the proposal in writing, the Owner and the Contractor will be immediately bound to the terms of the proposal, the change will be included promptly in a future Change Order, and the change in the Work described in the proposal shall commence expeditiously. The Owner may reject the proposal, in which case the Owner may either not effectuate the change in the Work or may order the change through a Construction Change Directive or supplemental instruction or an order for a minor change in the Work. The Owner and Architect may confer directly with Subcontractors of any tier concerning any item proposed to the Owner under this Article.

§ 7.1.5 If the Contractor adds a reservation of rights that has not been initialed by the Owner to any Change Order, Construction Change Directive, Change Order proposal, Application for Payment or any other document, all amounts and all work therein shall be considered disputed and not due or payable unless and until costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and, in all cases, initialed by the Owner. If the Owner makes payment for a Change Order or an Application for Payment that contains a reservation of rights not initialed by the Owner to indicate agreement with the reservation, and if the Contractor negotiates the check for such payment, then the reservation of rights shall be deemed waived, withdrawn and of no effect.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Owner, with the assistance of the Architect or other designee, 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 Owner, with the assistance of the Architect or other designee, and signed by the ~~Owner and Architect~~, Owner, 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 for that Component being adjusted accordingly. The Owner's use of a Construction Change Directive does not constitute agreement that the directive constitutes a change in the Work, the GMP or the Contract Time.

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§ 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~~ methods or as mutually agreed by the Owner and Contractor:

- .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 proposed by the Owner and determined in a manner agreed upon by the parties (with or without a cost limitation) and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed (e.g., more than fifty percent) in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices but not the Contract Time or any other portion of the Contract Sum shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the ~~change in the Work involved and advise the Architect directed Work involved.~~ As soon as possible, and within seven (7) days of receipt, the Contractor shall advise the Architect in writing of the Contractor's agreement or disagreement with the proposed adjustment or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. The Contractor's response shall specify the reasons for its disagreement and the adjustment or other terms that it proposes. Without such timely written response, the Contractor shall conclusively be deemed to have accepted the Owner's adjustment. The Contractor's disagreement shall not relieve the Contractor of its obligation to comply promptly with any written notice issued by the Owner or the Architect. The adjustment shall then be determined by the Owner, with the assistance of the Architect, in accordance with the provisions of the Contract Documents. The ultimate adjustment shall not exceed the larger amount submitted.

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, ~~the Architect shall determine the method and 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 or if cost is to be determined under Section 7.3.3.3, the Contractor shall provide a not-to-exceed price for the Construction Change Directive within fourteen (14) days of receipt of the Construction Change Directive, and the Contractor shall keep and present, itemized in the categories of Section 7.5 for Subcontractors of any tier and the categories of Article 6 of the Agreement for the Contractor, and in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:~~

- .1 ~~Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;~~
- .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 related to the Work; and~~
- .5 ~~Additional costs of supervision and field office personnel directly attributable to the change.~~ In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs, including labor, equipment, material and subcontract costs, in the manner described in Section 7.5 for Subcontractors of any tier and of Article 6 of the

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Agreement for the Contractor. When major cost items arise from Subcontractors of any tier, these items shall also be similarly itemized. Approval may not be given without such itemization. Failure to provide initial data within twenty-one (21) days of the Owner's request shall constitute waiver of any Claim for changes in the Contract Time or Contract Sum. The total cost of any change, including a Claim under Article 15, shall be limited to the reasonable value, as determined by the Architect (subject to appeal through the dispute resolution procedure of Article 15), of the items in Section 7.5 for Subcontractors of any tier and of Article 6 of the Agreement for Work performed by the Contractor. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost for the work in the locality of the Project or the cost of the work in the current edition of R.S. Means Company, Inc., Building Construction Cost Data as adjusted to local costs and conditions. The Architect and the Owner may communicate directly with Subcontractors of any tier concerning costs of any Work included in a Construction Change Directive. If the Contractor disagrees with the method or the adjustment in the Contract Time, the adjustment or method shall be referred to the Architect for determination, and any adjustment shall be limited to the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby.

§ 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 the largest of (1) the reasonable and prevailing value of the deletion or change, (2) the line item value in the Schedule of Values, or (3) the 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, and provided that any reservations of rights in respect to the Construction Change Directive have been signed by the Owner, the Contractor may request payment for the undisputed Cost of the 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-Owner~~ 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~~ will be recorded by preparation and execution of an appropriate 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 has and the Owner's Designated Representative have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that such order causes an increase in the Contract Sum or Contract Time, the Contractor must properly submit a notice and Claim pursuant to Article 15.~~

§ 7.5 PRICING COMPONENTS

§ 7.5 For the Contractor, the value of any changed Work or of any Claim for an increase or decrease in the GMP shall be limited to the Cost of the Work defined in the revised A133-2009 Agreement. For Subcontractors of any tier, the total cost of any Change in the Work or of any other increase or decrease in the GMP, including a Claim, shall be limited to the following components:

§ 7.5.1 Direct labor costs: These are the actual labor costs determined by the number of additional craft hours and the hourly costs necessary to perform the change in the Work. The hourly cost shall be based upon the following:

- 1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Subcontractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless

pre-approved in writing by the Owner. Costs paid or incurred by the Subcontractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Subcontractor shall provide to the Owner copies of certified payroll statements upon the Owner's request.

- 2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
- 3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

§ 7.5.2 Direct material costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Owner. If the Contractor is offered discounts and/or rebates based upon prompt payment, the Contractor shall offer the Owner the opportunity to take advantage of such discount and/or rebate, and if the Owner makes such a prompt payment, then the Owner shall only be charged the price as reduced by the discount and/or rebate. If the Owner declines the opportunity the Contractor may keep any such discounts and/or rebates it achieves through its own prompt payment. If the Contractor does not provide the Owner the opportunity to participate then the Contractor may only charge the net costs after consideration of discounts and rebates.

§ 7.5.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment necessary and appropriate for the Work that will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in *The Rental Rate Blue Book* by Data Quest, San Jose, California, as modified by the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. Mobilization and standby costs shall not be charged for equipment already present on the site. If more than one rate is applicable, the lowest available rate will be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established by *The Rental Rate Blue Book*, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work.

§ 7.5.4 Lower-Tier Subcontractor costs: These are payments a Subcontractor makes to lower-tier Subcontractors for changed Work performed by such lower-tier Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 7.5 and, among other things, shall not include consultant costs, attorneys' fees, or claim preparation expenses.

§ 7.5.5 Subcontractor's Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including facilities, purchasing, clerical, project manager, project engineer or other engineers, project foreman, estimator, superintendent and their vehicles and clerical assistants), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, printing and copying, layout and control, quality control/assurance, purchasing, small or hand tool (a tool that costs \$500 or less and is normally furnished by the performing contractor) or expendable charges, preparation of as-built drawings, impact on unchanged Work, Claim and Change Order preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. No Fee shall be due, however, for direct settlements by the Owner after Substantial Completion of Subcontractor claims. The Fee shall be limited in all cases to the amount specified in the Subcontractor's bid to the Contractor and approved by the Owner; if no amount is specified, the following schedule:

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- .1 The Subcontractor shall receive 12% of the cost of any materials supplied or work properly performed by the Subcontractor's own forces.
- .2 The Subcontractor shall receive 6% of the amount owed (less fee) directly to a lower-tier Subcontractor or supplier for materials supplied or for work properly performed by that Subcontractor or supplier.
- .3 Each lower-tier Subcontractor of any tier shall receive 12% of the cost of any materials properly supplied or work performed by its own forces.
- .4 Each lower-tier Subcontractor of any tier shall receive 6% of the amount it properly incurs for materials supplied or work properly performed by its suppliers or subcontractors of any lower tier.
- .5 The cost to which this Fee is to be applied shall be determined in accordance with Section 7.5.1 through 7.5.4. None of the fee percentages authorized in this Paragraph 7.5.5 may be compounded with any other fee percentage or percentages authorized in this paragraph.

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. The parties acknowledge that the fees listed in this Section 7.5.6 are substantially greater than the fees and overhead normally included in determining the Subcontractor's bid; that these higher percentages are a sufficient amount to compensate the Subcontractor for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Subcontractor for some Changes compensates the Subcontractor for any Changes for which the Subcontractor believes the percentage is otherwise insufficient.

§ 7.5.6 Cost of change in insurance or bond premium. This is defined as:

- .1 Subcontractors' liability insurance: The actual cost (expressed as a percentage and subject to audit) of any changes in the Subcontractor's liability insurance arising directly from the changed Work; and
- .2 Public works bond: The actual cost (expressed as a percentage and subject to audit) of the change in the Subcontractor's premium for the Subcontractor's statutorily required performance and payment bond arising directly from the changed Work.

Upon request, the Subcontractor shall provide the Owner with supporting documentation from its insurer or surety of any associated cost incurred.

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~~ Work in a Component.

§ 8.1.2 The date of commencement of the Work is the date established ~~in the Agreement by the Owner in its notice to proceed issued for each Component of the Work.~~ Work on the site may begin for a Component when the Contractor complies with the requirements of the notice to proceed.

§ 8.1.3 The date of Substantial Completion (or a designated portion or Component thereof) is the date certified by the Architect and set by the Owner in accordance with Section 9.8.

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

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement and the GMP Amendment for a Component, the Contractor confirms that the Contract Time for that Component 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time of a Component within the Contract Time for that Component and shall achieve Final Completion of that Component within sixty (60) days thereafter unless otherwise specified in the Contract Documents.

§ 8.2.4 THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE OWNER. The Owner will incur serious and substantial damages if Substantial Completion of a Component does not occur within the Contract Time; however, it would be difficult if not impossible to determine the amount of such damages, which could include, for example, personnel and overtime costs, transportation costs, governmental fees, storage costs, portable rental costs, loss of use, and lost opportunities. Consequently, provisions for liquidated damages as a reasonable estimate of loss may be included in the Contract Documents. The Owner's right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy. The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts, overtime operations and weekend and holiday work as may be necessary to insure the completion of the Work in a Component in accordance with the date of Substantial Completion and the approved Contractor's Construction Schedule. If the Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) of any tier fails to meet the Contractor's Construction Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations or days of work or other means and methods, all without additional cost to the Owner.

§ 8.2.5 Since the Work is to be performed in Components, with separate dates set forth for Substantial Completion elsewhere in the Contract Documents, the specified liquidated damages shall apply separately to each such Component unless otherwise specified.

§ 8.2.6 Any provisions in the Contract for liquidated damages shall not relieve or release the Contractor from liability for any and all damage or damages suffered by the Owner due to other breaches of the Contract or suffered by separate contractors.

§ 8.2.7 It is the Contractor's option, but not its right, to attempt to complete the Project earlier than the dates specified in the Contract Documents or construction schedule. However, any Claim based upon delay will be evaluated based upon the dates specified in the Contract Documents, not an earlier projected completion that the Contractor may propose.

§ 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 (1) by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, (2) by changes ordered in the Work only to the extent reflected in approved Change Orders providing for specific extensions of the Contract Time; or (3) by unanticipated, abnormal weather; or (4) by unexpected industry-wide labor disputes, fire, seismic event, unusual delay in deliveries beyond the control of the Contractor and Subcontractors of any tier, governmental delays (including unanticipated permit delays not caused by the Owner or the Contractor), unavoidable casualties or other causes beyond the Contractor's control; or (5) by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect-litigation; or (6) by other causes that the Owner, in consultation with the Architect, determines may justify delay, then the Contractor shall reasonably attempt to mitigate the delay, and the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, time, limited to the change in the actual critical path of the Contractor's construction schedule directly caused thereby, as the Owner, in consultation with the Architect, may determine consistent with the provisions of the Contract Documents. In no event, however, shall the Contractor be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the construction schedule, so as to actually delay the Project completion beyond the date of Substantial Completion, or (2) delay transforming an activity into the critical path of the construction schedule, so as to actually delay the Project completion beyond the date of Substantial Completion.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15 and shall include any proposed changes in the Contractor's construction schedule or the Contract Time, a description of any event that could delay performance or supplying of any item of the Work, the expected duration of the delay, the anticipated effect of the delay on the Contractor's construction schedule, and the action being taken to correct the

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delay situation. That the Owner or Architect may be aware of the occurrence or existence of a delay through means other than the Contractor's written notification shall not constitute a waiver of a timely or written notice or Claim.

§ 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.

- .1 If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not an increase in the GMP. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the GMP. The Contractor shall be entitled to a change in the GMP only if the delay was caused by the Owner or anyone acting on behalf of it. The Contractor shall not recover damages, an equitable adjustment or an increase in the GMP or Contract Time from the Owner where the Contractor could have reasonably avoided the delay by the exercise of due diligence. The Contractor shall be able to recover an increase in the GMP, provided it is consistent with the terms of the Contract Documents, only if the delay was in the critical path, was unreasonable and was caused by the Owner or anyone acting on its behalf as permitted under the Contract Documents. The Owner is not obligated directly or indirectly for damages, an equitable adjustment, or an increase in the GMP for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.
- .2 In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Owner for delay beyond the payment permitted in Section 7.5, it is agreed that the total combined damages to the Contractor (and any Subcontractors of any tier) for each day of delay shall be limited to the same daily liquidated damage rate specified in the Contract Documents due the Owner for the Contractor's delay in achieving Substantial Completion. By submitting its Proposal and by signing a GMP Amendment, the Contractor represents that it would be difficult if not impossible to determine the amount of any delay damages due it, that it has taken this provision for liquidated damages into consideration in its GMP, and that the liquidated damages in a GMP Amendment are a reasonable estimate of its loss. No damages will be allowed for any time prior to fourteen (14) days before receipt of written notice of the Claim of the delay pursuant to Article 15.
- .3 The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; rescheduling of work, schedule compression, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or expanded overhead or general conditions; profit upon damages for delay; impact damages including cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the Cost of the Work and the percentage Fee on Change Orders paid through Section 7.5.5 and any liquidated damages paid hereunder.
- .4 The Contractor shall not be entitled to any adjustment in the Contract Time or the GMP, or to any additional payment of any sort, by reason of the loss or the use of any float time, including time not on the critical path or between the Contractor's anticipated completion date and the end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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 of a Component under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

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

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§ 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Progress payments will be made monthly for Work duly certified, approved, and performed during the calendar month preceding the application in accordance with the Contract Documents. These amounts are paid in trust to the Contractor for distribution to Subcontractors to the extent and in accordance with the approved Application for Payment. There will be separate Applications for Payment for each of the Components that comprise the Work.

§ 9.3.1.1 Draft Application. Within the first ten (10) days of each month, the Contractor shall submit to the Owner and Architect a report on the current progress of the Work as compared to the Contractor's Construction Schedule, and a draft, itemized application for payment for Work performed during the prior calendar month on a form supplied or approved by the Owner. This shall not constitute a payment request. The Contractor, the Architect and the Owner shall meet within the next ten (10) days and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The Architect or the Owner may request the Contractor to provide data substantiating the Contractor's right to payment as the Owner or the Architect may require, such as copies of requisitions from Subcontractors of any tier, lien releases, and certified payroll records, and reflecting retainage as provided elsewhere in the Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished. 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 Owner, with the assistance of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Payment Request. Within seven (7) days after the Contractor, the Owner and the Architect have met and conferred regarding the updated draft application, and the Contractor has furnished all progress information required and all data requested by the Architect or Owner under Section 9.3.1.1 above, the Contractor has submitted current meeting minutes, as-built drawings and commissioning logs (if requested) and an updated construction schedule, the Contractor may submit a payment request by the 10th day of the following month in the agreed-upon amount, in the form of a notarized, itemized Application for Payment, in triplicate, for Work properly performed during the prior calendar month on a form supplied or approved by the Owner. The Application shall also state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors of any tier from the Owner's payment the prior month have been made. THE SUBMISSION OF THIS APPLICATION CONSTITUTES A CERTIFICATION BY THE CONTRACTOR THAT THE WORK IS CURRENT ON THE CONTRACTOR'S CONSTRUCTION SCHEDULE, UNLESS OTHERWISE NOTED ON THE APPLICATION. The Application shall be accompanied by lien releases on a form furnished or approved by the Owner from each Subcontractor for whose Work the Owner paid the Contractor for the prior month. 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay. A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

§ 9.3.1.3 Disputed Amounts. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, also within the same seven (7) days after the meeting in Section 9.3.1.1, submit to the Owner and the Architect along with the approved payment request a separate written payment request specifying the exact additional amount due, the category in the schedule of values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, for the submittal to be considered, pursuant to WAC 296-127-320, the Contractor and all Subcontractors shall file with the Owner by the same date certified copies of all payroll records relating to the additional amount due.

§ 9.3.1.4 Validity of Payment Requests. A payment request shall not be valid unless it complies with the requirements of the Contract Documents. If a separate payment request concerning a disputed amount does not comply with the requirements of the Contract, the Owner will provide a written statement to the Contractor.

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§ 9.3.1.5 Payments to Subcontractors. No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor under the subcontract (such as for unsatisfactory performance or non-payment of a lower-tier Subcontractor), the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor, the Owner and the Architect written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within eight (8) working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of project-specific materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in writing and 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 Retainage.

§ 9.3.4.1 In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained for the Work in that Component. Separate retainage shall be withheld for each of the Components. After award of a Contract for public improvements, or work for which retained percentages are required to be reserved under the provision of RCW 60.28, the Owner shall require the Contractor to exercise, in writing, one of the options listed below:

- .1 Retained percentages will be retained in a fund by the Owner not subject to release until sixty (60) days following the Final Acceptance of the Component as completed and as provided in Section 9.10.4; or
- .2 Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association and not subject to release until sixty (60) days following Final Acceptance of the Component as completed and as provided in Section 9.10.4; or
- .3 Placed in escrow with a bank or trust company and not subject to release until sixty (60) days following the Final Acceptance of the Component as completed and as provided in Section 9.10.4.
- .4 If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the GMP plus Change Orders. The minimum requirements for the bond are that it must be on a form acceptable to the Owner, with an A.M. Best rating of "A minus" or better and a financial rating of no less than "VII," signed by a surety registered by the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner; additional requirements as established by the Owner may be applied.

§ 9.3.4.2 The Contractor or a Subcontractor may withhold payment of not more than five percent (5%) as retainage from the monies earned by any Subcontractor or Sub-subcontractor per RCW 60.28, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Owner, the Contractor shall specify the amount of retainage and interest due a Subcontractor.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's approved Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect

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determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial and Final 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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 Owner may, with or without the Architect's concurrence, withhold payment, and the Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, or subsequent observations, it 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 (except where an insurer has unconditionally accepted coverage) 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 for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate ~~contractor;~~ contractor (except where an insurer has unconditionally accepted coverage);
- .6 reasonable evidence that the Work in a Component 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 unsatisfactory prosecution of the Work by the Contractor, including but not limited to failure to carry out the Work in accordance with the Contract Documents;
- .8 delay by the Contractor and/or its Subcontractor(s) of any tier, or failure to comply with the Contractor's Construction Schedule requirements, or imposition of liquidated damages;
- .9 failure to submit affidavits pertaining to wages paid as required by statute;
- .10 failure to submit a properly updated Construction Schedule;
- .11 failure to comply with a requirement of the Contract Documents in which the Owner has reserved the right to withhold payment;
- .12 liquidated damages;
- .13 failure to properly maintain as-builts
- .14 failure to properly submit daily construction records; or
- .15 failure to properly submit certified payrolls.

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

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

§ 9.5.3 Pursuant to RCW 39.12, "Prevailing Wages on Public Works," the Contractor will not receive any payment until the Contractor and all Subcontractors of any tier for whom payment is sought have submitted state-approved "Statements of Intent to Pay Prevailing Wage" to the Owner. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. The statement must include the Contractor's registration number, the number of workers in each trade classification, and the applicable wage rate for each trade listed. The Contractor agrees to provide each Subcontractor of any tier with a schedule of applicable State and Davis-Bacon prevailing wage rates. The Contractor and the respective Subcontractors of any tier shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them. This Contract and this Project is also subject to the Davis-Bacon Act, and the Contractor shall comply with all applicable requirements thereof.

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

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, and it has been approved by the Owner, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Documents. The Owner will make a progress payment within thirty (30) days of its receipt of and approval of the Architect's Certificate for Payment. The Owner shall be entitled to withhold payment to the extent provided by the Contract Documents, notwithstanding the issuance of a Certificate for Payment.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven (7) days after receipt of payment from the Owner the Owner, out of the amount paid to the Contractor on account of the Subcontractor's portion of the Work, 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. If the Contractor does not receive payment for any cause that is not the fault of a particular Subcontractor but does receive payment for materials supplied or Work performed by that Subcontractor, the Contractor shall pay that Subcontractor in accordance with its subcontract for its satisfactorily completed Work, less the retained percentage.

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

§ 9.6.5 Contractor payments to material and equipment 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. Work.

§ 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 and suppliers shall be held by

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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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect ~~does not improperly fails to~~ issue a Certificate for Payment, through no fault of the Contractor, within ~~seven-fifteen (15) days~~ after receipt of the Contractor's ~~Application for Payment, timely and complete Application for Payment under Section 9.3.1.2 (subject to the approved payment schedule),~~ or if the Owner does not pay the Contractor within ~~seven-fifteen (15) days~~ after the date established in the Contract Documents the amount due and owing to the Contractor certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon ~~seven-fifteen (15) additional days'~~ written 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 shut-down, delay and ~~start-up, plus interest as provided for in the Contract Documents.~~start-up.

§ 9.8 SUBSTANTIAL COMPLETION AND OCCUPANCY

~~§ 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.~~

§ 9.8.1.1 Substantial Completion is the stage in the progress of the Work, or portion or Component thereof designated and approved by the Architect and Owner, when the Work or designated portion or Component thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can fully occupy or utilize the Work, or the designated portion thereof, for its intended use. There may be a separate Date of Substantial Completion specified in the Contract Documents for each Component, for phases of the Work within a Component and/or for completion of one or more receiving areas, if any, to be used by the Owner for receiving, assembly and delivery of Owner-supplied items. The fact that the Owner may occupy the Work or a Component or designated portion thereof does not indicate that the Work has achieved Substantial Completion or is acceptable in whole or in part. All Work other than incidental corrective or punch list work and final cleaning shall be completed, including but not limited to the following:

- (1) Obtain applicable occupancy permits, including fire/life safety systems and health department approval, pressure vessel permits, elevator permits, and similar approvals or certificates by governing authorities and franchised services, assuring the Owner's full access and use of completed Work.
- (2) Submit the Contractor's punch list of items to be completed or corrected and written request for inspection.
- (3) Complete final start-up, testing, and commence instruction and training sessions on all major building systems including controls, data communications, fire alarm, telephone, fire sprinkler, security and clocks, and establish a Date of Commissioning.
- (4) Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions.
- (5) Discontinue or change over and remove temporary facilities and services from the project site.
- (6) Advise the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
- (7) Complete final cleaning.

A Component is not Substantially Complete unless the Owner and Architect reasonably judge that the Work in that Component can achieve Final Completion within sixty (60) days (or such other period of time as is specified in the Contract Documents), appropriate cleaning has occurred, all designated systems and parts are commissioned and usable, utilities are connected and operating normally and training sessions have occurred, all required temporary occupancy permits, pressure vessel permits, elevator permits, and similar approvals or certificates by governing authorities and franchised services, assuring the Owner's full access to the Work have been issued, O & M manuals have been submitted for review, and the Work is accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may occupy the Work or a designated portion thereof does not indicate that the Work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change any liquidated damages due the Owner.

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§ 9.8.1.2 Date of Commissioning of Selected Equipment and Systems. The equipment and systems so designated in the Contract Documents are considered "Selected Equipment and Systems." When the Contractor considers that all Selected Equipment and Systems are complete, fully functional, ready for normal operation and functional performance testing, and all pre-commissioning checklists are completed, the Contractor shall so notify the Architect in writing a minimum of forty (40) days prior to the Date of Substantial Completion of a Component (or such other date as may be established in the Contract Documents). A reasonable period shall be allowed for the Architect and commissioning agent to schedule and observe the functional performance tests identified in the Contract Documents. If the inspection discloses that the Selected Equipment and Systems are not Substantially Complete or that any item is not in accordance with the requirements of the Contract Documents, the Contractor shall expeditiously, and before the Date of Commissioning, complete or correct such item upon notification by the Architect or commissioning agent. The Contractor shall then submit a request for another inspection to determine completion of those Selected Equipment and Systems and pay the costs associated with the re-inspection, including fees of the Architect, commissioning agent and their consultants. When all the Selected Equipment and Systems are complete, the Owner's commissioning agent will notify the Owner in writing, which shall establish the Date of Commissioning. Training of Owner personnel shall begin immediately after the Date of Commissioning and shall be conducted by appropriate Subcontractor personnel on site who are knowledgeable with the construction and operation of each system prior to departure of the installing entity from the site. Warranties on any Selected Equipment and Systems required by the Contract Documents shall commence on the Date of Commissioning, unless otherwise provided, but the Contractor shall retain the responsibility to maintain the system until Final Acceptance.

§ 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 Owner and the Architect a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct items on the list and shall immediately clean-up any dust or debris created through punchlist work activities. 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 and, at its option, the Owner 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. If the Owner or Architect determines that the Work or designated portion is not substantially complete, the Contractor shall expeditiously complete the Work or designated portion, again request an inspection, and pay the costs associated with the re-inspection.

§ 9.8.4 When the Work or Component or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that, upon approval of the Owner, shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 Component or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Contractor shall attach and submit with the executed Certificate of Substantial Completion, the Certificate of Occupancy, as well as a written list of each outstanding and unresolved Claim; any Claim not so submitted and identified, other than retainage and the undisputed balance of the Contract Sum, shall be deemed waived and abandoned. If the Owner or Architect determines that the Work or Component or designated portion has not achieved Substantial Completion, the Contractor shall expeditiously complete the Work or Component or designated portion, again request an inspection, and pay the costs associated with the re-inspection.

§ 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 such Certificate. Upon such acceptance and Any items not recorded by the Architect but required or necessary for Final Completion of the Component and included in the Contract Documents shall be supplied and installed by the Contractor as a part of the Contract Sum for that Component,

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notwithstanding their not being recorded by the Architect. Upon written acceptance of the Certificate of Substantial Completion by the Owner and the Contractor, and upon the Contractor's Application for Payment and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof, as provided in the Contract Documents. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. No further payment will be due or owing until the payment following Final Completion.

§ 9.8.6 The Contractor shall prepare, continue to monitor with the Architect, and cause to be completed, all punch lists with respect to the activity of each Subcontractor of any tier and report weekly to the Owner on outstanding punch list items. Beginning ninety (90) days before the scheduled date of Substantial Completion of a Component, the Contractor shall prepare reports weekly, identifying items to be completed in order to obtain necessary occupancy certificates and permits, and make recommendations to the Owner with respect to effectuating the earliest possible completion.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may, upon written notice to the Contractor, take possession of, operate, 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 as required under Section 11.3.1.5 and stage, and the Contractor shall cooperate with such occupancy and use. Occupancy shall not occur until such occupancy or use is 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. Unless otherwise agreed in writing, such possession, use or operation shall not be deemed an acceptance of any portion of the Work, nor accelerate the time for any payment to the Contractor under the Contract, nor prejudice any rights of the Owner under the Contract or under any insurance, bond, guaranty or other requirement of the Contract, nor relieve the Contractor of the risk of loss or any of its obligations under the Contract, nor establish a Date of Substantial or Final Completion, nor establish a date for termination or partial termination of the running of any liquidated damages, nor constitute a waiver of any Owner claims. If the Contractor fails to achieve Substantial Completion of a Component within the Contract Time, or fails to achieve Final Completion of the Component within the period of time specified in the Contract Documents, the Owner may take possession of, use or operate all or any part of the Work without an increase in the Contract Sum or the Contract Time on account of such possession or use. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner and the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT/FINAL COMPLETION, FINAL ACCEPTANCE AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of 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.

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§ 9.10.1 Final Completion.

§ 9.10.1.1 The Contractor shall cause punch list items to be completed within sixty (60) days of Substantial Completion of each Component (or such other period of time as is specified in the Contract Documents) or within such reasonable period as may be required to correct the item (in the event that the punch list items are, because of their nature, incapable of correction during that period) provided that the Contractor commences to correct the item within that period and thereafter diligently and in good faith pursues the corrective action to completion. If, at thirty (30) days after the Date of Substantial Completion, the Owner considers that the punch list items are unlikely to be completed within sixty (60) days of the Date of Substantial Completion of each Component (or such other period of time as is specified in the Contract Documents to achieve Final Completion), the Owner may, upon seven (7) days' written notice to the Contractor, take over and perform some or all of the punch list items. If the Contractor fails to correct the deficiencies within the time period required, the Owner may deduct the actual cost of performing this punch list work, including any design costs, plus fifteen percent (15%) to account for the Owner's transaction costs from the Contract Sum.

§ 9.10.1.2 Upon receipt of the Contractor's written notice that the Contractor has inspected the punch list items, the punch list items are completed, and 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 accompanied by the Contractor (if requested by the Architect or Owner). If the Architect or Owner determines that some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs, including re-inspection fees, for any subsequent Architect's inspection to determine compliance with the punch list. When the Architect finds all punch list items complete and the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly notify the Owner and the Contractor in writing 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 terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. If the Architect determines that some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs, including re-inspection fees, for any subsequent Architect's inspection to determine compliance with the punch list. 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.

§ 9.10.1.3 The Contractor is liable for, and the Owner may deduct from any amounts due the Contractor, all Architect, engineer or other design consultant fees and all Commissioning agent and construction management fees incurred by the Owner for services performed on a Component more than sixty (60) days after Substantial Completion of that Component (or such other period of time as is specified in the Contract Documents), whether or not those services would have been performed prior to that date had Final Completion been achieved in a timely manner.

§ 9.10.1.4 When the Architect finds that the Work has been concluded, a final occupancy permit has been issued, any commissioning process and validation process have been successfully concluded, and the Contractor has submitted all the items identified in Section 9.10.1.5 to the Architect, the Contractor may submit a final Application for Payment. The Architect will then promptly issue a final Certificate for Payment stating that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Architect's final Certificate for Payment shall establish the date of Final Completion upon its execution by the Owner. There may be separate dates of Final Completion for each Component.

§ 9.10.1.5 "Final Completion" of a Component will be attained when the Contractor has accomplished the items listed in the Contract Documents, including the following certification process:

- (1) Complete all requirements listed in Section 9.8 for Substantial Completion of the Component.**
- (2) Complete all remaining punch list items and remaining Work, and obtain approval by the Architect and the Owner that all Work is complete.**
- (3) Obtain permanent occupancy permits (if only a temporary occupancy permit was previously issued).**
- (4) Submit final Change Orders and final Application for Payment.**
- (5) Submit record documents, any final property survey, and operation and maintenance manuals required by the Contract Documents.**
- (6) Deliver any required tools, spare parts, extra stock of material and similar physical items to the Owner as required by the Contract Documents.**

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- (7) Complete final cleaning, including cleaning after punch list work (in addition to the final cleaning that was required to obtain Substantial Completion).
- (8) Complete instruction and training sessions on all major building systems including data communications, fire alarm, telephone, fire sprinkler, emergency power, clocks and security.
- (9) Submit original warranties.
- (10) Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions.
- (11) Discontinue or change over and remove temporary facilities and services from the project site.
- (12) Advise the Owner on coordination of any shifting insurance coverages, including proof of extended coverages as required.
- (13) Any required LEED certification (for which the Contractor is responsible) is completed.

§ 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 **Final Acceptance and Payment**.

§ 9.10.2.1 Neither final payment nor any remaining retained percentage shall become due until after the Owner's City Council has formally accepted the Component ("Final Acceptance"). To achieve Final Acceptance, and subject to the discretion of the Owner, the Architect must have issued a final Certificate for Payment under Section 9.10.1.4, an occupancy permit must have been issued, Final Completion of the Component must have occurred, and the Contractor must have submitted to the Architect the following:

- (1) an affidavit that all 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, **except for any claims that are specifically identified on the affidavit (Affidavit of Payment of Debts and Claims, AIA form G706 or equivalent).**
- (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least ~~30~~ **thirty (30) days'** prior written notice has been given to the Owner,
- (3) a written statement that the Contractor knows of no substantial 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 and ~~(5), if required by the Owner, (AIA form G707 or equivalent),~~
- (5) other data establishing payment or satisfaction of **or protection against** obligations, such as receipts, 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~~ **Owner (Contractor's Affidavit of Release of Liens, AIA form G706A or equivalent).** 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. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' ~~fees~~ **fees.**
- (6) pursuant to RCW 39.12.040, an **"Affidavit of Wages Paid"** from the Contractor and from each **Subcontractor of any tier certified by the Industrial Statistician of the Washington State Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor,**
- (7) a letter from the Architect indicating that the Work is complete and recommending **Final Acceptance of the Component by the Owner,**
- (8) certification that the materials in the Work are **"lead-free" and "asbestos-free,"**
- (9) a certified statement that the Contractor has closed all necessary permits or otherwise met the **requirements of all governing jurisdictions related to this project, including but not limited to all city or county departments, health districts and utility districts, provided to Owner with a copy of all closed or signed off permits,**
- (10) record documents;
- (11) all warranties, guarantees, training, manuals, operation instructions, certificates, spare parts, maintenance manuals and stock, specified excess material, as-built drawings and other documents, training or items required by the Contract Documents or local governmental entities; and

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(12) all submittals and information sufficient for the Owner to submit apprenticeship utilization data as required by RCW 39.04.320(5)(a).

§ 9.10.2.2 Pursuant to RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," completion of the Contract Work shall occur upon Final Acceptance of a Component.

§ 9.10.3 If, after Substantial Completion of the Work, final completion a Component, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, Final Completion, and the Architect so confirms, the Owner shall, may, 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 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 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; or
.3 terms of special warranties required by the Contract Documents. Release of Retainage. The retainage will be held and applied by the Owner as a trust fund in a manner required by RCW 60.28. Release of the retainage for a Component will be processed in ordinary course of business upon the expiration of sixty (60) days following Final Acceptance of that Component by the Owner provided that no notice of lien shall have been given as provided in RCW 60.28, that all lien releases on the Component have been submitted, that no claims have been brought to the attention of the Owner and that the Owner has no claims under this Contract; and provided further that release of retention has been duly authorized by the State: pursuant to RCW 60.28, a certificate from the Department of Revenue; pursuant to RCW 50.24, a certificate from the Department of Employment Security; and appropriate information from the Department of Labor and Industries.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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.

§ 9.10.5 Waiver of Claims

§ 9.10.5.1 Final Payment by Owner. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, statutory retainage, 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; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5.2 Final Payment to Contractor. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled and attached to the Contractor's final Application for Payment.

§ 9.10.5.3 Change Orders. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. Reservations of rights will be deemed waived and are void unless the reserved rights are specifically described in detail to the satisfaction of the Owner and are initialed by the Owner.

§ 9.10.6 If a Subcontractor of any tier refuses to furnish a release or waiver required by the Owner, the Owner may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Owner, to indemnify the Owner against such lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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§ 9.10.7 The Contractor shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, electronic data, emails and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and with all costs, charges and other amounts of whatever nature. The Contractor shall preserve such records for a period of three (3) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. Within seven (7) days of the Owner's request, the Contractor agrees to make available at the office of the Contractor during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by the Owner or its representatives; failure to fully comply with this requirement shall constitute a material breach of contract and a waiver of all claims by the Contractor.

§ 9.10.8 Subcontractors of any tier shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and with all costs, charges and other amounts of whatever nature. Each Subcontractor shall preserve such records for a period of three (3) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. Within seven (7) days of the Owner's request, a Subcontractor shall make available at the office of the Subcontractor during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by the Owner or its representatives; failure to fully comply with this requirement shall constitute a material breach of contract and a waiver of all claims by that Subcontractor.

§ 9.10.9 The Contractor agrees, on behalf of itself and Subcontractors of any tier, that any rights under Chapter 42.56 RCW will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier, or their respective representatives, shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Owner. Failure to fully comply with this requirement shall constitute a material breach of contract and shall constitute a waiver of all Claims by the Contractor or any Subcontractor of any tier that fails to comply.

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.~~

§ 10.1.1 The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall have the right to control and shall be solely and completely responsible for conditions of the work site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Work site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours. Any review by the Owner or the Architect of the Contractor's performance shall not be construed to include a review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.

§ 10.1.2 No action or inaction of the Owner or the Architect relating to safety or property protection or a violation thereof will: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; (3) impose any continuing obligation upon the Owner or Architect to ensure the Contractor performs the Work safely or to provide such notice to the Contractor or any other person or entity; (4) affect the Contractor's sole and complete responsibility for performing the Work safely or the Contractor's responsibility for the safety and welfare of its employees; or (5) affect the Contractor's responsibility for the protection of property, staff, employees, and the general public.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on or involved in the Work and other persons who may be affected thereby;

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- .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 or the Contractor's Subcontractors or Sub-subcontractors; 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. The Contractor shall comply with all notices and comply with all requests from the Owner regarding the safety and protection of the Owner's staff. The Contractor shall comply with the safety regulations set forth in "Safety Standards for Construction" and "General Safety Standards" and any other requirements published by the Washington State Department of Labor and Industries. The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries. The WISHA regulations shall apply to all excavation, trenching and ditching operations. In case of conflict between any such requirements, the more stringent regulation or requirement shall apply.

§ 10.2.3 The Contractor shall 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 owners and users of adjacent sites and utilities. The Contractor shall maintain at the work site office or other well known place at the work site all materials (e.g., a first aid kit) necessary for giving first aid to the injured, and shall establish, publish and make known to all employees procedures for ensuring immediate removal to a hospital or a doctor's care, persons, including employees, who may have been injured on the site. Employees shall not be permitted to work on the site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care. The Contractor's and/or any Subcontractors shall ensure that at least one of such employees has a valid, effective first aid card.

§ 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, except damage or loss 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 load or 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, written notice of such 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.~~

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§ 10.2.8 At all times until the Owner's occupancy of the Work or a designated portion of the Work, the Contractor shall protect from damage, weather, deterioration, theft, vandalism and malicious mischief and shall bear the risk of any uninsured loss (including deductibles or self-insured retention) or destruction of, or injury or damage to, all materials, equipment, tools, and other items incorporated or to be incorporated in the Work or designated portion, or consumed or used in the performance of the Work or designated portion, and all Work in process and completed Work or designated portion.

§ 10.2.9 Any notice given to the Contractor by the Owner or the Architect of a safety or property protection violation will not: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or for sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; or (3) impose any continuing obligation upon the Owner or Architect to provide such notice to the Contractor or any other persons or entity.

§ 10.2.10 INJURY OR DAMAGE TO PERSON OR PROPERTY

If the Contractor suffers injury or damage to person or property because of an alleged act or omission of the Owner or of others for whose acts the Owner may be legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. This Section does not apply to Claims, damages for additional costs or time, acceleration, or delay.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 hazardous material or substance, as defined by CERCLA, 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 report the condition to the Owner and Architect in writing. The Contractor shall proceed with the Work in areas not affected.

§ 10.3.2 Upon receipt of the Contractor's written notice, and with the Owner's agreement, the Owner shall obtain the services of a licensed laboratory to reasonably 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 verified that it has been 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 such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection, but the Owner shall not be responsible for any delay resulting from the Contractor's objection to such person or entity. 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 for a Component maybe extended appropriately and the Contract Sum shall be for that Component maybe increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up; start-up, which adjustments shall be accomplished as provided in Articles 7, 8 and 15.

§ 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-indemnity or if the removal of such material or substance was a part of the Contractor's Work.

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§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Contractor shall store all hazardous materials safely, whether or not required by Contract Documents. The Contractor shall not install hazardous materials, including without limitation asbestos or polychlorinated biphenyl (PCB), in the Work. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's ~~fault~~ fault, misuse, or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 fault or negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 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.

§ 10.5 PUBLIC SAFETY AND CONVENIENCE

§ 10.5.1 The Contractor shall conduct its Work so as to ensure the least possible obstruction to vehicular traffic and inconvenience to the general public and others in the vicinity of the Work and to ensure the protection of persons, property and natural resources. No road or street shall be closed to the public except with the permission of the Owner and the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, fire lanes, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, if any, on the Work site.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE [Not used; see Exhibit 5. Indemnification / Hold Harmless and Insurance Requirements.]

~~§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:~~

- ~~.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;~~
- ~~.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;~~
- ~~.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;~~
- ~~.4 Claims for damages insured by usual personal injury liability coverage;~~
- ~~.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;~~
- ~~.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;~~
- ~~.7 Claims for bodily injury or property damage arising out of completed operations; and~~
- ~~.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.~~

~~§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence~~

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~~or claims made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.~~

~~§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.~~

~~§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents 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 during the Contractor's completed operations.~~

§ 11.2 OWNER'S LIABILITY INSURANCE

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

[Not used; see Exhibit 5, Indemnification / Hold Harmless and Insurance Requirements.]

§ 11.3 PROPERTY INSURANCE [Not used; see Exhibit 5, Indemnification / Hold Harmless and Insurance Requirements.]

~~§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.~~

~~§ 11.3.1.1 Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.~~

~~§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

~~§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~

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~~§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.~~

~~§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

~~§ 11.3.2 BOILER AND MACHINERY INSURANCE~~

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~

~~§ 11.3.3 LOSS OF USE INSURANCE~~

~~The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

~~§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

~~§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

~~§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.~~

~~§ 11.3.7 WAIVERS OF SUBROGATION~~

~~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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

~~§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

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~~§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

~~§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

~~§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering Contractor shall secure and pay for, from a surety company acceptable to the Owner, admitted and licensed in the State of Washington, possessing an A.M. Best rating of "A" or better and a financial rating of no less than "IX" and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, bonds covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract, under the Contract Documents, each in the full amount of the Contract Sum for each Component plus sales tax, pursuant to RCW 39.08, "Contractor's Bond." All reinsurers that may be called upon to support or share in a surety's obligations specified in connection with the performance and payment bond obligations required of the Contractor by the Contract Documents must also have an A.M. Best rating of A or better and financial rating of no less than IX and must be named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Within seven (7) days after the issuance of the Owner's notice of intent to award the Contract, the Contractor shall deliver evidence of its bondability to the Owner. Within seven (7) days after its execution of the Contract, the Contractor shall deliver copies of the bonds to the Owner and to the Architect. THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT IF THE REQUESTED EVIDENCE OF BONDABILITY IS NOT RECEIVED. THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK UNTIL SUCH SURETY BONDS ARE RECEIVED. Evidence of bondability shall include the percentage to be paid by the Contractor for increases in the GMP. The bond(s) shall be in a form acceptable to the Owner.~~

~~§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

~~§ 11.4.3 The Contractor shall require that all Subcontractors who are awarded a contract over three hundred thousand dollars (\$300,000) provide a performance and payment bond for the amount of their subcontracts. All other Subcontractors shall provide a performance and payment bond if required by the Contractor, provided that such requirement is set forth in the subcontract bid documents.~~

~~§ 11.5 If the Owner is damaged by the failure of the Contractor to maintain any of the bonds or insurance in this Article 11 or elsewhere in the Contract Documents or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance and bonds. Failure to withhold payment shall not constitute a waiver.~~

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 request of the Architect or the Owner or to requirements of a governmental authority or as otherwise specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, Owner or governmental authority, be uncovered~~

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for the ~~Architect's requesting party's~~ examination and be replaced at the Contractor's expense without change in the Contract ~~Time~~ Time or GMP.

§ 12.1.2 If a portion of the Work has been covered that the ~~Architect~~ Architect, Owner or a governmental authority has not specifically requested to examine prior to its being covered, ~~the Architect covered and for which neither the Contract Documents nor governmental laws or regulations require inspection, the Architect, the Owner or the governmental authority~~ may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's ~~expense~~ expense and any change in the Contract Time caused thereby will be made. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense ~~without change to the Contract Time caused thereby, unless the condition was caused by the Owner or a separate contractor employed by the Owner, and in which event the Owner or the separate contractor, respectively, shall be responsible for payment of such costs and any change in the Contract Time caused thereby will be made.~~

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 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 Component or designated portion thereof or after the date for commencement of warranties established under ~~Section 9.9.1, the Contract Documents~~, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it according to the requirements of this Section 12.2.2, with no change in the Cost of the Work, promptly after receipt of written 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 2.4.~~ specific written acceptance of such condition. If the Contractor does not promptly in accordance with the provisions of this Section 12.2.2 initiate work to correct the Work designated in the notice, the Owner may proceed to correct the Work, the Owner may without further notice dispose of materials and equipment as it sees fit, and the Contractor will be liable for all associated costs. This correction period of one (1) year 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 performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract, is in addition to other warranties provided by contract or law, and does not establish a time limit for damages.

1. If, in the Owner's opinion, the nonconforming Work either prevents the use of a portion of the facility and/or immediate response is required to prevent further damage or to restore security to prevent external entrance, and/or is a safety hazard (e.g., break in the waterline, sprinkler system failure, failure of the heating system, inability to close or lock exterior door, etc.), the Contractor shall initiate corrective work on site the same day if the Contractor is notified prior to noon, or by noon the following day if notified after noon, and shall complete corrective action within 48 hours.
2. If, in the Owner's opinion, the nonconforming Work has the potential of becoming a safety hazard, of affecting internal security, or of limiting the use of the facility (e.g., potential loss of heat in a single room, failure of one or more plumbing fixtures, loose carpet seam in corridor, interior door locks not working, etc.), the Contractor shall initiate corrective work on site within two (2) working days and shall complete corrective action within five (5) working days.
3. If, in the Owner's opinion, the nonconforming Work does not have an impact on the use of the building, but must be fixed, (e.g., interior door closer broken, window cracked, wall covering

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seam coming loose, etc.), the Contractor shall initiate corrective work on site within fourteen (14) days and shall complete corrective action within twenty-eight (28) days.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors 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 by the greater of the (1) cost of correction or (2) diminution of value of the Work that is not in accordance with the requirements of the Contract Documents. 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 internal law of the place where the Project is located ~~except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~ located, without regard to its choice-of-law provisions.

§ 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 such 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 such assignment.

§ 13.2.3 If a majority of the ownership or the control of Contractor is acquired by a third party, and such acquisition reasonably imperils performance or creates a conflict of interest that the Owner, in its sole discretion, cannot reasonably reconcile, then the Owner may terminate this Contract at any time pursuant to Section 14.2, except that the Owner shall give the Contractor thirty (30) days written notice of termination and the opportunity for the Contractor to cure prior to termination.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or the designated representative as identified in the A133-2009 Agreement, or to an officer of the

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corporation for which it was intended; or if delivered at, or sent by fax (with hard copy mailed), registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. The date of written notice shall be the earlier of the date of personal delivery, actual receipt by fax, or three (3) calendar days after the date of postmark.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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. The Contractor's sole remedy for claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or breach thereof, except claims that have been waived under the terms of the Contract Documents, however, is through and as described in the dispute resolution procedure of Article 15.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.4.3 If any portion of this Contract is held to be void or unenforceable, the remainder of the Contract shall be enforceable without such portion.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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~~ authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to or provided by the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of tests, inspections and approvals, necessary tests, inspections and approvals, except that the Contractor will be responsible for any costs of retesting and any extra costs caused by the Contractor. The Contractor shall give the Architect and the Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. The independent testing agency shall prepare the test reports, logs and certificates applicable to the specific inspections and tests and promptly and simultaneously deliver the specified number of copies of them to the designated parties. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 Owner and 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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 Owner and the Architect.

§ 13.5.5 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.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner and the Architect at least forty-eight (48) hours' notice prior to all tests and inspections.

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§ 13.5.7 If the Owner is responsible under the Contract Documents, law or regulation to pay only for an inspection of any inspector, consultant or Architect, the Owner shall be required to pay only for the first actual inspection. If the Contractor arranges for an inspection and an extra cost is incurred because the inspector is required to wait, to leave without inspecting, to perform a partial inspection, to return to complete or re-inspect, or otherwise to expend time other than for the primary inspection, the Contractor shall be responsible for all such costs to the extent caused by the Contractor. If the Contractor does not pay the charges for which it is responsible within thirty (30) days of billing, the Owner has the option to pay the charges directly and backcharge the Contractor on the next progress payment for the amount paid.

§ 13.5.8 No acceptance by the Owner of any Work shall be construed to result from any inspections, tests or failures to inspect or test by the Owner, the Owner's representatives, the Architect or any other person. No inspection, test, failure to inspect or test, or failure to discover any defect or nonconformity by the Owner, the Owner's representatives, the Architect or any other person shall relieve the Contractor of its responsibility for meeting the requirements of the Contract Documents or impair the Owner's right to reject defective or nonconforming items or right to avail itself of any other remedy to which the Owner may be entitled, notwithstanding the Owner's knowledge of the defect or nonconformity, its substantiality or the ease of its discovery. Entities performing inspections and/or testing do not have the authority to direct the Contractor's means and methods and are not agents or representatives of the Owner or the Architect. Inspection results that meet code requirements shall not override more stringent requirements of the Contract Documents.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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 as specified by RCW 39.76, not to exceed the Bank of America prime rate plus 2%.

§ 13.7 TIME LIMITS ON CLAIMS

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

§ 13.8 STATUTES AND OTHER REQUIREMENTS

The Contractor shall abide by the provisions of all applicable Washington statutes and regulations. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be a complete list and should not be relied upon as such.

§ 13.8.1 Contractor Registration and Related Requirements. Pursuant to RCW 39.06, "Registration, Licensing of Contractors," the Contractor shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27, "Registration of Contractors." The Contractor shall also have a current state unified business identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required in Title 51 RCW; have an employment security department number as required in Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW, and; not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

§ 13.8.2 Law against Discrimination. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, "Discrimination."

§ 13.8.3 Provisions for Aged and Handicapped Persons. Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92, "Provisions in Buildings for Aged and Handicapped Persons," and the Americans with Disabilities Act.

§ 13.8.4 Safety Standards. The Contractor shall comply with pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Chapter 296-155 WAC, "Safety Standards for Construction Work."

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§ 13.8.5 Unemployment Compensation. Pursuant to RCW 50.24, "Contributions by Employers," in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the commissioner.

§ 13.8.6 Drug-Free Workplace. The Contractor and all Subcontractors of any tier shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

§ 13.8.7 Asbestos Removal. To the extent this Project involves asbestos removal, the Contractor shall comply with Chapter 49.26 RCW, "Health and Safety--Asbestos," and any provisions of the Washington Administrative Code promulgated thereunder, and the applicable section of the Specifications should be viewed for possible insurance required for the applicable Subcontractor.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 ~~The Except as provided by RCW 60.28.080,~~ the Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 improperly 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 (7) days' written notice to the Owner and ~~Architect,~~ Architect (during which period the Owner has the opportunity to cure), terminate the Contract and recover from the Owner payment for Work ~~executed, including reasonable overhead and profit, executed in accordance with the Contract Documents, including reasonable overhead and profit on Work~~ executed, costs incurred by reason of such termination, and damages. The total recovery of the Contractor shall not exceed the unpaid balance of the GMP.

§ 14.1.4 If the Work is stopped for a period of ~~60~~sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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 (7) additional days' written notice to the Owner and ~~the Architect,~~ the Architect (during which period the Owner shall have right and the opportunity to cure), terminate the Contract and recover from the Owner as provided in Section 14.1.3. The total recovery of the Contractor shall not exceed the unpaid balance of the GMP.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 ~~The Owner may terminate the Contract,~~ may, upon seven (7) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work or the Contract for cause if the Contractor

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

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- .2 fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 ~~repeatedly disregards~~ fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority, ~~authority having jurisdiction;~~ or
- .4 fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of a Component within the Contract Time; or
- .5 is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency; or
- .6 otherwise is guilty of a material or substantial breach of or default under a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, ~~upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,~~ 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 (7) days' written notice, terminate employment of the Contractor on all or a portion of the Work 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;~~ the Work; and
- .4 Take or direct any or all of the actions in Section 14.5.1.

§ 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 of a Component 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 for that Component shall be paid to the Contractor. The remaining Contingency shall accrue to the Owner. 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.~~

§ 14.2.5 If the Owner terminates a portion of the Work, the Contractor shall continue the performance of the remainder of the Work in accordance with the Contract Documents to the extent not terminated.

§ 14.2.6 If, after the Contractor has been terminated pursuant to this Section 14.2 or otherwise for cause, it is determined that none of the circumstances set forth in Section 14.2.1 exists, then such termination shall be considered a termination for convenience pursuant to Section 14.4.

§ 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~~ changes in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall ~~include profit.~~ be consistent with the terms of the Contract Documents. 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 (without prejudice to any right or remedy of the Owner) the whole or any portion of the Contract for the Owner's convenience and without cause.

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment ~~for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed in accordance with the Contract Documents for Work properly executed, and costs necessarily incurred by reason of such termination (such as the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders), along with reasonable profit on the Work not executed, not to exceed the lesser of the Fee in Section 7.5.5 or the percentage profit in the Contractor's bid. The total sum to be paid to the Contractor under this Section 14.4 shall not exceed the GMP as reduced by the amount of payments otherwise made, by the larger of (1) the actual value or (2) the scheduled value of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to the Contractor shall exclude the fair value of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner or to a buyer pursuant to Sections 14.5.1.6 or 14.5.1.7.~~

§ 14.5 EFFECTS OF TERMINATION BY OWNER

§ 14.5.1 Unless the Owner directs otherwise, after receipt of a Notice of Termination from the Owner pursuant to Section 14.2 or 14.4, the Contractor shall promptly:

- .1 stop Work under the Contract on the date and as specified in the Notice of Termination;
- .2 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;
- .3 procure cancellation of all orders and subcontracts, upon terms acceptable to the Owner, to the extent that they relate to the performance of Work terminated;
- .4 assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts, as directed by the Owner, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- .5 with the Owner's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Owner;
- .6 transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;
- .7 use commercially reasonable efforts to sell any property of the types referred to in Section 14.5.1.6. The Contractor shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner to the Contractor;
- .8 take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Owner has an interest; and
- .9 continue performance only to the extent not terminated.

§ 14.5.2 In arriving at any amount due the Contractor after termination, the following deductions shall be made:

- .1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Contract;
- .2 any claim the Owner may have against the Contractor;
- .3 an amount necessary to protect the Owner against outstanding or potential liens or claims;
- .4 the agreed price for or the proceeds of sale of any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Section 14.5.1.7, and not otherwise recovered by or credited to the Owner; and

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.5 the remaining Contingency.

§ 14.5.3 If (and only if) the termination pursuant to Section 14.4 is partial, the Contractor may file a Claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract. Any claim by the Contractor for an equitable adjustment under this Section must be asserted within sixty (60) days from the effective date of the partial termination.

§ 14.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under the Contract Documents.

§ 14.5.5 The Contractor shall, from the effective date of termination until the expiration of three (3) years after final settlement under this Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, and without charge to the Owner, all books, records, documents, photographs and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the terminated Work. The Owner may have costs reimbursable under this Article 14 audited and certified by independent certified public accountants selected by the Owner, who shall have full access to all the books and records of the Contractor.

§ 14.5.6 The damages and relief from termination by the Owner specifically provided in Article 14 shall be the Contractor's sole entitlement in the event of termination.

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, adjustment or interpretation of the Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be initiated in writing and include the information and substantiation required by the Contract Documents. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a reservation of rights, nor minutes of a meeting, nor a Daily Report, nor any log entry, nor an Owner's request for or the Contractor's response to a Change Order proposal, nor a notice of a potential or future Claim shall constitute a Claim.

§ 15.1.2 NOTICE OF CLAIMS

~~Claims by either the Owner or Contractor must be initiated by written 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 must 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.~~ [deleted]

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, including the dispute resolution process, and 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 maintain the Contractor's construction schedule, and the Owner shall continue to make payments of undisputed amounts in accordance with the Contract Documents. ~~The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.~~

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Work, and a written notice and a written Claim must be made in accordance with this Article 15, or it will be waived. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, a Claim shall be filed in accordance with this Article 15. The Contractor shall not be entitled to an increase in the GMP or Contract Time arising out of an error or conflict in or among the Contract Documents where

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the Contractor failed adequately to review the Contract Documents or failed timely to report a known error or conflict to the Owner and the Architect in a timely manner consistent with the requirements of the Contract Documents. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given, given, and a written Claim must be made in accordance with Article 15, or it will be waived. The Contractor's Claim shall include an estimate of any cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Any adjustment in the Contract Time arising from a Change or a Claim shall be limited to the change in the actual critical path of the Project directly caused thereby. If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled, to the extent otherwise permitted in the Contract Documents, to an increase in the Contract Time in accordance with the Contract Documents and in the Cost of the Work within the GMP. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the GMP.

§ 15.1.5.2 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, (based on historic climatic data), could not have been reasonably anticipated and had an adverse effect on the scheduled construction-construction., and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the GMP will be adjusted for normal inclement weather. The Contractor shall be entitled to a change in the Contract Time only (but not a change in the GMP) if the Contractor can substantiate to the reasonable satisfaction of the Owner and Architect that there was materially greater than normal inclement weather considering the full term of the Contract Time and using a ten (10) year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale closest to the Project, and that the alleged abnormal inclement weather actually extended the critical path of the Work. The change in Contract Time shall be provisional until Substantial Completion has been achieved, at which time the change in Contract Time shall be calculated as the total net accumulated number of calendar days lost due to inclement weather from commencement of the Work until Substantial Completion exceeds the total net accumulated number to be expected for the same period from the aforesaid data.

§ 15.1.6 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 but is not limited to:

- .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 and home office overhead and expenses including but not limited to 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, for losses on other projects, for loss of profit, and for interest or financing costs.

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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents; to limit or eliminate damages specified in the A133-2009 Agreement; or to preclude an obligation of the Contractor to indemnify the Owner for direct, indirect or consequential damages alleged by a third party.

§ 15.1.7 FALSE CLAIMS

The Contractor shall not make any negligent or fraudulent misrepresentations, concealments, errors, omissions, or inducements to the Owner in the formation or performance of this Agreement. If the Contractor or a Subcontractor of any tier submits a false or frivolous Claim to the Owner, which for purposes of this Section 15.1.6 is defined as a Claim based in whole or in part upon a materially incorrect fact, statement, representation, assertion, or record, the Owner shall be entitled to collect from the Contractor by offset or otherwise (without prejudice to any right or remedy of the Owner) any and all costs and expenses, including investigation and consultant costs, incurred by the Owner in investigating, responding to, and defending against such false or frivolous Claim.

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§ 15.2 INITIAL DECISION RESOLUTION OF CLAIMS AND DISPUTES

~~§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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. In an effort to reduce the incidence and costs to all parties of extended disputes, all Claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, except claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following alternative dispute resolution procedure unless the parties mutually agree in writing otherwise. To the extent that the Owner and Contractor agree to a partnering process to help resolve disputes, such processes shall be in addition to, and not in place of, the mandatory dispute resolution procedures in the Contract Documents.~~

~~§ 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. Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall submit a written notice of any Claim to the Owner and the Architect within fourteen (14) days of the occurrence of the event giving rise to such Claim and shall include a clear description of the event leading to or causing the Claim. For all Claims, the Contractor shall submit a written Claim as provided herein within thirty (30) days of submitting the notice. Claims shall include a clear description of the Claim and any proposed change in the GMP (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path and other information referenced in Section 8.3.2) and shall provide all data supporting the Claim, including but not limited to a complete explanation as to why the relief sought is not within the scope of the Contract Documents. The Contractor may delay submitting data by an additional fourteen (14) days if it notifies the Owner in its Claim that substantial data must be assembled. Failure to properly submit the notice or Claim shall constitute waiver of the Claim. The Claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor (and Subcontractors of any tier) is entitled and may not contain reservations of rights without the Owner's written approval; any such unapproved reservations of rights shall be without effect. Any claim of a Subcontractor of any tier may be brought only through, and after review by, the Contractor. For the purposes of calculating such time periods, an "event giving rise to a Claim," among other things, is not a Request for Information but rather is a response that the Contractor believes would change the GMP and/or Contract Time. The fact that the Owner and the Contractor may consider, discuss or negotiate an untimely or waived Claim shall in no way be deemed to constitute a waiver of any notice or other provisions of the Contract Documents.~~

~~§ 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. Notice and Claims. All notices and Claims shall be made in writing as required by the Contract. Any notice of a Claim of the Contractor against the Owner and any Claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract. No act, omission, or knowledge, actual or constructive, of the Owner or the Architect shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless the Owner and the Contractor sign an explicit, unequivocal written waiver approved by the Owner's City Council. The fact that the Owner and the Contractor may consider, discuss, or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute a waiver of the provisions of the Contract~~

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Documents unless the Owner and Contractor sign an explicit, unequivocal waiver approved by the Owner's City Council. The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices and/or timely submit Claims has a substantial impact upon and prejudices the Owner, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the Contractor and Owner agree that the Owner is prejudiced by the Contractor's failure to timely submit required notices and/or Claims and the Owner shall not be required to prove or establish actual prejudice to enforce the notice or Claim provisions of the Contract.

§ 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 such 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. Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but are 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 Architect or the Owner may, but are not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 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. 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 prior to the resolution of the Claim by the Architect, by mediation or by litigation.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. At any time following the Owner's receipt of the written Claim, and as a condition precedent to mediation, the Owner may require that an officer of the Contractor, a principal of the Architect, and the Owner's Mayor or designee (all with authority to settle) meet, confer, and attempt to resolve the Claim. If the Claim is not resolved during such meeting, the Contractor may bring no litigation against the Owner unless the Claim is first subject to nonbinding mediation as described in this Article 15. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor.

~~§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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

~~§ 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. [deleted]~~

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to the initiation of binding dispute resolution. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, mediation. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a

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mediator within thirty (30) days of the request, either party may file the request with the American Arbitration Association or such other alternative dispute resolution service to which the parties mutually agree, with a copy to the other party, and the mediation shall be administered by the American Arbitration Association (or other agreed service) in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement, currently in effect. A request for mediation shall be made in writing, writing and 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 Contract. 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, the completion of mediation, 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 The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, Seattle, Washington, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.4 An officer of the Contractor must attend the mediation session with authority to settle the Claim and with authority to adjust pre-existing settlement authority if necessary. The Owner's Mayor or designee must also attend. To the extent there are other parties in interest, such as the Architect, insurers or Subcontractors, their representatives, also with authority to settle the Claim and with authority to adjust pre-existing settlement authority if necessary, shall also attend the mediation session in person. Unless the Owner and the Contractor mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur after Substantial Completion of all the Work but prior to Final Acceptance of all the Work by the Owner.

§ 15.4 ARBITRATION/LITIGATION

§ 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. 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. Litigation. The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures of this Article 15. The Contractor shall have the burden to demonstrate in any litigation that it has complied with all requirements of this Article 15. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion of all the Work approved in writing by the Owner or (b) sixty (60) days after Final Acceptance of all the Work. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of mediation (the time period between the non-requesting party's receipt of the written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or thirty (30) days after the scheduled date of the mediation session. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law).

§ 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. The Owner may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.

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

~~§ 15.4.4.2~~ Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

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Certification of Document's Authenticity

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I, Graehm C. Wallace, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:06:53 on 05/21/2014 under Order No. 1337858007_1 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™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

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TSJ
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Preconstruction Work Plan and Breakdown

Revision 2

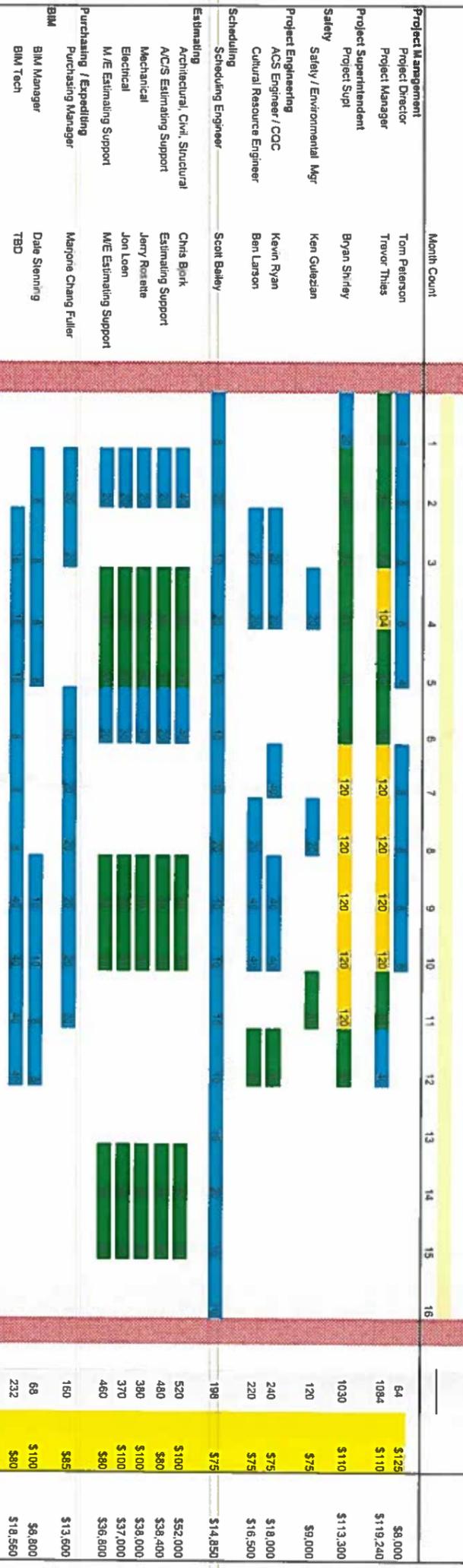
Preconstruction Services - Workplan

Oak Harbor Washington
Clean Water Facility

Precon NTP Assumed
7/1/14

Assumed Const. Services
Start July 2015

- Preconstruction Task Schedule:
- 01 Design / Coordination Meeting Attendance
 - 02 Value Engineering Studies
 - 03 Constructability Reviews
 - 04 Community Outreach
 - 05 Construction workplan development
 - 06 Site and Existing Facility Investigation Work
 - 07 Site Logistics Plan Development
 - 08 Safety & Environmental Assessment & Planning
 - 09 30% Estimate Development
 - 10 60% Estimate Development
 - 11 90% Estimate Development
 - 12 Early Bid Package Advertising and Award
 - 14 Schedule Updating and Development
 - 15 Plant Operations / Construction Coordination Mtgs



Month	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Total	Estimate Total	
Project Director	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$125	\$8,000
Project Manager	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$110	\$119,240
Project Superintendent	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$110	\$113,300
Safety	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$75	\$9,000
Project Engineering	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$75	\$18,000
Scheduling	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$75	\$16,500
Estimating	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$100	\$14,850
Architectural, Civil, Structural	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$80	\$52,000
Mechanical	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$80	\$38,400
Electrical	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$80	\$38,000
M/E Estimating Support	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$80	\$37,000
Purchasing / Expediting	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$85	\$36,800
BIM Manager	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$85	\$13,600
BIM Tech	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	\$80	\$6,800
MAILLOADER TOTALS	225	690	489	1269	1077	606	646	669	1505	798	342	338	10	552	280	10	5,528	\$540,050	
ESTIMATED PRECONSTRUCTION EXPENSES (OPTIONAL):																			
Additional Site Investigations																		\$100,000	
Temporary dewatering design																		\$20,000	
ECOM and MCCM Precon Expense																		\$120,000	
Early bid documents / advertisements																		\$10,000	
PRECONSTRUCTION SERVICES TOTAL																		\$790,050	

JJS
T&P



WASHINGTON STATE DEPARTMENT OF ECOLOGY
WATER POLLUTION CONTROL REVOLVING FUND

SPECIFICATIONS INSERT

Revised 10/30/13

The following clauses will be incorporated into construction contracts receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence

Required Bid Submittals

The following submittals are required to be submitted with the bid proposal:

- Certification Of Nonsegregated Facilities (attachment 3)
- DBE Subcontractor Utilization Form (EPA Form 6100-4)
- One copy of DBE Subcontractor Performance Form (EPA Form 6100-3) for each DBE subcontractor.
- Complete Bidders List.

Compliance with State and Local Laws

The Contractor shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

State Interest Exclusion

It is anticipated that this project will be funded in part by the Washington State Department of Ecology . Neither the State Of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Access to the construction site and to records

The contractor shall provide for the safe access to the construction site and to the contractor's records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The Contractor shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records.

These Project records shall be separate and distinct from the Contractor's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the Contractor for a period of three (3) years after the final audit.

Protection of the Environment

No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed state or federal standards. Any actions that potentially allow a discharge to state waters must have prior approval of the Washington State Department of Ecology.

Project Signs

The Contractor shall display Ecology's and the EPA's logo in a manner that informs the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund.

Use Of American Iron And Steel (Buy American)

This provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014.

The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as "Buy American;" that requires all of the iron and steel products used in the project be produced in the United States ("Buy American Requirements"). "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that:

- (a) the Contractor has reviewed and understands the Buy American Requirements,
- (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Project Owner or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages

against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Prevailing Wage

The work performed under this contract is subject to the wage requirements of the Davis-Bacon Act. The Contractor shall conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. Attachment 1 to this specification insert and an up to date wage determination shall be included in full into this contract and in any subcontract in excess of \$2,000. Wage determinations can be found at <http://www.wdol.gov>.

The Contractor agrees that the Contractor is legally and financially responsible for compliance with the Davis-Bacon Act wage rules. All laborers and mechanics employed by contractors and subcontractors employed as part of this contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Department if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered

transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

The contractor shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The contractor agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The contractor shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting (40 CFR Part 33 Parts 33.302, 33.502 and 33.503).

1. The contractor shall complete the DBE Subcontractor Utilization Form (EPA Form 6100-4).
2. The contractor shall require all DBE subcontractors to complete the DBE Subcontractor Performance Form (EPA Form 6100-3). The DBE Subcontractor Performance Form is only required to be completed by certified DBE subcontractors.
3. The contractor shall submit DBE Subcontractor Utilization Form (EPA Form 6100-4) and all completed DBE Subcontractor Performance Form(s) (EPA Form 6100-3) as part of the bid, or within one hour after the published bid submittal time (consistent with RCW 39.30.060)
4. The contractor shall provide DBE Subcontractor Participation Form (EPA Form 6100-2) to all DBE subcontractors. These subcontractors may submit Subcontractor Participation Form (EPA Form 6100-2) to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

The 6100 forms can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Bidders List (40 CFR Part 33 part 33.501)

All bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) as part of the bid, or within one hour after the published bid submittal time (consistent with RCW 39.30.060).

1. Firm's name with point of contact;
2. Firm's mailing address, telephone number, and e-mail address;
3. The work on which the firm bid or quoted, and when the firm bid or quoted; and
4. Firm's status as an MBE/WBE or non-MBE/WBE.

Contract Administration Provisions (40 CFR part 33.302).

The contractor shall comply with the contract administration provisions of 40 CFR, Part 33.302.

1. The contractor shall pay its subcontractor for satisfactory performance no more than 30 days from the contractor's receipt of payment.
2. The contractor shall notify the owner in writing prior to any termination of a DBE subcontractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the contractor shall employ the six good faith efforts when soliciting a replacement subcontractor.
4. The contractor shall employ the six good faith efforts even if the contractor has achieved its fair share objectives.

Equal Opportunity (EEO)

If this Contract exceeds \$10,000, the Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60.

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

Equal Opportunity Clause (41 CFR part 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

- demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246 and 41 CFR part 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United

- States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications,

Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority

and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in

fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to

maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Reporting Requirements (EEO-1)

On or before September 30 of each year, a contractor that is subject to Title VII of the Civil Rights Act of 1964, as amended, and that has 100 or more employees, shall file with the EEOC or its delegate an "Employer Information Report EEO-1". Instructions on how to file are available on the EEOC's website at <http://www.eeoc.gov/employers/eo1survey/howtofile.cfm>. The contractor shall retain a copy of the most recent report filed.

Segregated Facilities (41 CFR part 60-1.8)

The contractor shall ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Attachments:

1. Wage Rate Requirements For Subrecipients
2. Current Wage Rate Determination (to be provided by project owner)
3. Certification Of Nonsegregated Facilities
4. Notice To Labor Unions Or Other Organization Of Workers: Non-Discrimination In Employment

EPA Form 6100-4, EPA Form 6100.3, EPA Form 6100-2

**ATTACHMENT 1 - WAGE RATE REQUIREMENTS FOR
SUBRECIPIENTS. (To be included in full in any contract in excess of \$2,000)**

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at fleury.lorraine@epa.gov or at 215-814-2341 of EPA, Region III Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2012 Appropriations Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding.** The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records.**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional

Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and

Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

ATTACHMENT 2

DAVIS-BACON WAGE RATE DETERMINATION

[SRF Assistance Recipient to insert applicable wage determinations here]

How to obtain a Wage Determination:

1. www.wdol.gov
2. Click "Selecting DBA WDs"
3. Select the State and county where the work will be performed
4. Select the "Construction Type": Heavy, Building, Highway, or Residential
5. Click on one of the wage determinations. Verify that the wage determination displayed is the correct wage determination, and not for "Heavy Dredging".
6. Select the text box displaying the Wage Determination and copy the text of the Wage Determination.
7. Click "Sign Up for Alert Service" to receive notification if the Wage Determination is updated.

When to update the wage determination:

1. If DOL updates the Wage Determination, you must update the Wage Determination through an addendum to the bid specifications.
2. If the update occurs less than 10 days prior to the date of bid opening, you are not required to update the Wage Determination.

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ATTACHMENT 3

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature _____

_____ Date _____

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

ATTACHMENT 4

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKERS: NON-DISCRIMINATION IN EMPLOYMENT

TO: _____
(name of union or organization of worker)

The undersigned currently holds contract(s) with _____
(name of applicant)
_____ involving funds or credit of the U.S. Government or (a)
subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(contractor or subcontractor(s))

(Date)

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA		Meets/ exceeds EPA certification standards?
<input type="checkbox"/> Other: _____		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

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Cost Responsibility Matrix

City of Oak Harbor
Clean Water Facility
5-29-14

(To be attached to Agreement at contract execution)

This Cost Responsibility Matrix ("Matrix") defines the specific categories of cost expected for this project. The checked box indicates in what section of the fee proposal the City expects GC/CM proposers to apply the identified cost. "COW" is Cost of Work to be awarded via subcontracts or Negotiated Self-Performed Work, "NSS" is Negotiated Support Services, "SGC" is Specified General Conditions and "PCS" is Preconstruction Services. Proposers should refer to the RFFP, GC/CM Agreement and General Conditions documents including all addenda, to ascertain all the project scope requirements. In the event there are omitted items contained in this Matrix, the Contract Documents shall govern. In the event there is a conflict between this Matrix and the Contract Documents, this Matrix shall govern.

#	Item	COW	NSS	SGC	Fee	PCS	Owner
1.	Design participation through GMP					X	
2.	Estimating through GMP					X	
3.	Meeting minutes-through GMP					X	
4.	Pre-construction schedules					X	
5.	Subcontractor and supplier analysis of market conditions prior to bidding					X	
6.	Review and implementation of possible product substitutions					X	
7.	Participation in Value Engineering studies					X	
8.	Participation in pre-bid Constructability Reviews					X	
9.	Assembling and updating BIM models as assigned					X	
10.	Other technical or administrative tasks as assigned					X	
11.	Development of GMP or interim Contract Amendments					X	
12.	Subcontractor bid planning and development					X	
13.	Subcontractor bidding process					X	
14.	Advertise project for bids					X	
15.	Pre-bid conferences and marketing					X	

	Item	COW	NSS	SGC	Fee	PCS	Owner
16.	Subcontractor and supplier bid analysis and award recommendation including possible MCCM and ECCM					X	
17.	Review and analysis of subcontractor qualifications per RCW 39.10					X	
18.	Coordination and finalization of subcontracting for labor, material and equipment, including reviews/finalization of scopes of work and buyouts					X	
19.	Project Manager during construction			X			
20.	Superintendent during construction			X			
21.	Senior Project Engineer during construction			X			
22.	Project Engineer during construction			X			
23.	Project Administrator during construction			X			
24.	Quality Control Manager during construction		X				
25.	Commissioning and Start Up Coordinator		X				
26.	Federal funding support documentation			X			
27.	Estimating during construction			X			
28.	Meeting minutes and administration during construction			X			
29.	Schedule development and updating during construction			X			
30.	Sub-contract administration and coordination			X			
31.	Contractor accounting and cost accounting			X			
32.	Cash flow analysis			X			
33.	Administration of the project safety program			X			
34.	Administration of the environmental program			X			
35.	All GC/CM insurance, payment and performance bonds (not including Builders Risk)				X		
36.	Builders risk insurance as stated in agreement		X				

Cost Responsibility Matrix for GC/CM Services-Clean Water Facility
Page 2 of 5

LEGAL120786731.1

#	Item	COW	NSS	SGC	Fee	PCS	Owner
37.	Applications for payments			X			
38.	Change order preparation and procedures			X			
39.	Communications and coordination			X			
40.	Managing regulatory requirements			X			
41.	Review and processing of submittals, shop drawings and samples			X			
42.	Maintaining and updating BIM models during construction		X				
43.	Contractor quality control manager		X				
44.	Coordination of testing laboratory			X			
45.	Administration and coordination of the commissioning program		X				
46.	Equipment, phones, and supplies related to management			X			
47.	Travel and subsistence for supervision assigned to project			X			
48.	Company-owned vehicles assigned to staff (company trucks)			X			
49.	Travel, gas, oil, maintenance for company-owned vehicles assigned to staff			X			
50.	Project signs			X			
51.	Coordination of other Owner contractors			X			
52.	Contract close-out			X			
53.	Punch-list preparation and administration			X			
54.	Electronic equipment and software			X			
55.	Primary surveying and control		X				
56.	Construction office and facilities		X				
57.	Equipment and supplies incorporated in the work	X					
58.	Equipment and supplies not incorporated in the work		X				
59.	Refuse collection, clean-up, removal and disposal from the site—unless included in sub bids		X				

Cost Responsibility Matrix for GC/CM Services-Clean Water Facility
Page 3 of 5

LEGAL120786731.1

#	Item	COW	NSS	SGC	Fee	PCS	Owner
60.	Dust control—unless included in sub bids		X				
61.	Street cleaning		X				
62.	Power and water use during construction		X				
63.	Utility hook-up, meters and fees						X
64.	Temporary signs fences and barricades		X				
65.	Temporary sanitation		X				
66.	Site security including lighting		X				
67.	Flaggers and traffic control		X				
68.	Erosion control		X				
69.	Cranes and hoisting		X				
70.	Scaffolds and shoring		X				
71.	Elevator operations		X				
72.	Weather protection		X				
73.	Temporary site conditions and modifications		X				
74.	Selective demolition		X				
75.	Mock-ups		X				
76.	Temporary project fire protection		X				
77.	Temporary heat, power and water		X				
78.	Final cleaning		X				
79.	Negotiated self-performed work including foreman level supervision	X					
80.	Subcontractor and material costs	X					
81.	Regulatory requirements of the Contract Documents	X					
82.	Permits other than building permit	X					

Cost Responsibility Matrix for GC/CM Services-Clean Water Facility
Page 4 of 5

LEGAL120786731.1

#	Item	COW	NSS	SGC	Fee	PCS	Owner
83.	Warranties	X					
84.	GC/CM fee (profit)				X		
85.	GC/CM use, sales, B&O, income, and other taxes except sales taxes on progress payments				X		
86.	Liquidated damages				X		
87.	Fee proposal preparation, site walk, interview process, invitation to propose, GC/CM Agreement and General Conditions				X		
88.	Replacement of defective or non-conforming work including retesting unless the responsibility of a subcontractor.				X		
89.	GC/CM corporate overhead				X		
90.	Architectural and engineering services						X
91.	Subcontractor bid document reproduction						X
92.	WSST on GC/CM billings						X
93.	Building permit						X
94.	Testing laboratory and testing services per the Contract Documents						X
95.	Project management consultant						X
96.	Commissioning agent						X

Cost Responsibility Matrix for GC/CM Services-Clean Water Facility
Page 5 of 5

LEGAL120786731.1

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Exhibit 5: Indemnification / Hold Harmless and Insurance Requirements

Indemnification / Hold Harmless

The Construction Manager shall defend, indemnify and hold the Owner, its officers, officials, employees and volunteers harmless from and against any and all claims, injuries, damages, losses or suits, including but not limited to costs, design professional and consultant fees, and attorneys' fees, incurred on such claims and in proving the right to indemnification, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Owner.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Construction Manager and the Owner, its officers, officials, employees, and volunteers, the Construction Manager's liability and defense, indemnity, and hold harmless obligations hereunder shall be only to the extent of the Construction Manager's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Construction Manager's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The obligations of the Construction Manager under this Section shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist as to any party or person described in this Section. To the extent the wording of this Section would reduce or eliminate the insurance coverage of the Construction Manager or the Owner, this Section shall be considered modified to the extent that such insurance coverage is not affected. To the extent that any portion of this Section is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect. This Section shall survive completion, acceptance, final payment and termination of the Contract.

The Construction Manager agrees to being added by the Owner as a party to any arbitration or litigation with third parties in which the Owner alleges indemnification or contribution from the Construction Manager, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The Construction Manager agrees that all of its Subcontractors of any tier will, in their subcontracts, similarly stipulate; in the event any does not, the Construction Manager shall be liable in place of such Subcontractor(s) of any tier.

Insurance

The Construction Manager shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Construction Manager, their agents, representatives, employees or subcontractors.

No Limitation.

Construction Manager's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Construction Manager to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity.

Insurance:

A. Minimum Scope of Insurance

Construction Manager shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The Owner shall be named as an insured under the Construction Manager's Commercial General Liability insurance policy with respect to the work performed for the Owner using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Professional Liability insurance appropriate to the Construction Manager's profession.
4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
5. Builders Risk insurance covering interests of the Owner, the Construction Manager, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Construction Manager. Higher deductibles for flood and earthquake perils may be accepted by the Owner upon written request by the Construction Manager and written acceptance by the Owner. Any increased deductibles accepted by the Owner will remain the responsibility of the Construction Manager. The Builders Risk insurance shall be maintained until final acceptance of the work by the Owner.
6. Construction Manager's Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Construction Manager. The Construction Manager's Pollution Legal Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

If coverage the Construction Manager's Pollution Liability insurance is written on a claims-made basis, the Construction Manager warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The Owner shall be named by endorsement as an insured on the Construction Manager's Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Construction Manager must furnish to the Owner evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Owner under this paragraph 1.7 must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

7. This contract involves work on or adjacent to navigable water, as defined by the U.S. Department of Labor. The Construction Manager therefore shall provide proof of insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (administered by the U.S. Department of Labor).

If the Construction Manager is working from barges or any other watercraft, owned or non-owned, the Construction Manager must maintain Protection and Indemnity (P&I) insurance providing coverage for actions of the crew to third parties in the amount of \$1,000,000 each occurrence or accident. The Owner shall be named by endorsement as an insured on the Construction Manager's Protection and Indemnity insurance policy. The Construction Manager must also provide proof of insurance coverage in compliance with the statutory requirements of the Merchant Marine Act of 1920 (the "Jones Act").

B. Minimum Amounts of Insurance

Construction Manager shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
3. Professional Liability insurance shall be written with limits no less than \$5,000,000 per claim and \$5,000,000 policy aggregate limit.
4. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
5. The Construction Manager shall purchase and maintain Excess or Umbrella Liability insurance with limits not less than \$10,000,000 per occurrence and annual aggregate. This Excess or Umbrella liability insurance shall apply above, and be at least as broad in coverage scope, as the Construction Manager's Commercial General Liability and Automobile Liability insurance.

This requirement may be satisfied instead through the Construction Manager's Commercial General Liability and Automobile Liability insurance, or any combination thereof.

C. Other Insurance Provision

The Construction Manager's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Owner. Any Insurance, self-insurance, or insurance pool coverage maintained by the Owner shall be excess of the Construction Manager's insurance and shall not contribute with it.

D. Construction Manager's Insurance for Other Losses

The Construction Manager shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Construction Manager's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Construction Manager, or the Construction Manager's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

A. Waiver of Subrogation

The Construction Manager and the Owner waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent

covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

B. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

C. Verification of Coverage

Construction Manager shall furnish the Owner with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Construction Manager before commencement of the work. Before any exposure to loss may occur, the Construction Manager shall file with the Owner a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

D. Subcontractors

The Construction Manager shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

E. Notice of Cancellation

The Construction Manager shall provide the Owner and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. Failure to Maintain Insurance

Failure on the part of the Construction Manager to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days' notice to the Construction Manager to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Construction Manager from the Owner.



AIA® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

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

Oak Harbor Clean Water Facility

THE OWNER:
(Name, legal status and address)

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Hoffman Construction Company of Washington
1505 Westlake Avenue N., Suite 500
Seattle, Washington 98109

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

AIA Document A201™–2007, 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.

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to ~~establish a Guaranteed Maximum Price.~~ authorize the Construction Manager to engage Zenon Environmental Corporation d/b/a GE Water & Process Technologies ("GE") for the MBR System Equipment and Engineering Support ("MBR Systems") and to engage Engineered Treatment Systems, LLC ("ETS") for the UV Disinfection Equipment and Engineering Support ("UV System") and to establish a Guaranteed Maximum Price for these MBR and UV Systems. The Owner and Construction Manager anticipate subsequent amendment(s) to the Agreement to establish a Guaranteed Maximum Price for the remainder of the Work. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not ~~exceed.~~ exceed for the MBR and UV Systems. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$—); ~~Two Million One Hundred Forty-Nine Thousand Dollars (\$2,149,000.00) for the MBR System and not to exceed Two Hundred Ninety-Nine Thousand Five Hundred Twenty Dollars (\$299,520.00) for the UV Disinfection System, plus the Construction Manager's Fee of 4.28%, for a total Guaranteed Maximum Price for this Amendment of Two Million Five Hundred Fifty-Three Thousand Three Hundred Seventeen Dollars (\$2,553,317.00),~~ subject to additions and deductions by Change Order as provided in the Contract Documents. This GMP amount is for system procurement only and not installation.

The Construction Manager initially intends to engage GE and ETS for shop drawings and engineering support only, with options to exercise full equipment purchases for the prices quoted by GE and ETS. Construction Manager is required to include language in its respective subcontract agreements with GE and ETS to lock in the respective quoted prices and that will ensure that these subcontract agreements are fully assignable to the Owner in

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the event that the Owner and the Construction Manager are unable to agree upon a MACC for the remainder of the project. Construction Manager shall further provide in these subcontract agreements that the operation and maintenance costs quoted by GE and ETS shall be provided to the Owner at prices equal to or less than those quoted for three (3) years from Final Acceptance and that these quoted prices and all representations, warranties and guarantees provided by GE and ETS in their respective proposals shall be assigned to the Owner upon completion of the Project.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

See the GE and ETS proposals.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

None.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
<u>None.</u>	-

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

None.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>None.</u>			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Wastewater Treatment Plant MBR System Equipment Procurement Technical Specifications and Disinfection Equipment Procurement Technical Specifications (Carollo Engineers, March 2014).

Section	Title	Date	Pages

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Wastewater Treatment Plant MBR System Equipment Procurement Drawings and Disinfection Equipment Procurement Drawings (Carollo Engineers, March 2014).

Number	Title	Date

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Bidder's Question/Response Log.

Oak Harbor Clean Water Facility MBR System Equipment Procurement Addendum No. 1 (Carollo Engineers, October 15, 2014).

Oak Harbor Clean Water Facility MBR System Equipment Procurement Addendum No. 2 (Carollo Engineers, October 28, 2014).

Oak Harbor Wastewater Treatment Plant Disinfection Equipment Procurement Addendum No. 1 (Carollo Engineers, October 15, 2014).

Oak Harbor Clean Water Facility Disinfection Equipment Procurement Addendum No. 2 (Carollo Engineers, October 29, 2014).

Oak Harbor Wastewater Treatment Plant Disinfection Equipment Procurement Addendum No. 3 (Carollo Engineers, November 5, 2014).

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

December 29, 2017.



OWNER (Signature)

Scott Dudley, Mayor

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

TREVOR H. THIES PROJECT MGR

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Graehm C. Wallace, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:54:41 on 11/20/2014 under Order No. 1337858007_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA[®] Document A133[™] – 2009 Exhibit A

Guaranteed Maximum Price Amendment

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

Oak Harbor Clean Water Facility

THE OWNER:
(Name, legal status and address)

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Hoffman Construction Company of Washington
1505 Westlake Avenue N., Suite 500
Seattle, Washington 98109

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

AIA Document A201[™]-2007, 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.

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to ~~establish a Guaranteed Maximum Price, authorize the Construction Manager to engage Richard Phillips Marine, Inc. for Bid Package #OHOF-01 Outfall Replacement ("Outfall Replacement") and to establish a Guaranteed Maximum Price for the Outfall Replacement Work and related Negotiated Support Services and Specified General Conditions. The Owner and Construction Manager anticipate subsequent amendment(s) to the Agreement to establish a Guaranteed Maximum Price for the remainder of the Work. This is the Second GMP Amendment for this Project. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed-~~ exceed for the Outfall Replacement Work and related Negotiated Support Services and Specified General Conditions. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$—);~~ One Million Nine Hundred Ninety-One Thousand Two Hundred Forty-Nine (\$1,991,249.00) for the Outfall Replacement Work and includes all related Negotiated Support Services, Specified General Conditions, Contingency, and the Construction Manager's Fee of 4.28%, subject to additions and deductions by Change Order as provided in the Contract Documents. Sales tax is not included in the above amount and will be added to the Cost of the Work.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

See the Hoffman Construction Company GMP Amendment No. 2 Recapitulation dated April 10, 2015.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Subcontractor Payment and Performance Bond, included within the above price.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
<u>None.</u>	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See the Oak Harbor Wastewater Treatment Plant Bid Package #OHOF-01: Outfall Replacement Request for Bids and other documents listed in this Guaranteed Maximum Price Amendment.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract: See the Oak Harbor Wastewater Treatment Plant Bid Package #OHOF-01: Outfall Replacement Request for Bids and other documents listed in this Guaranteed Maximum Price Amendment.

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

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Wastewater Treatment Plant Bid Package #OHOF-01: Outfall Replacement Technical Specifications (Carollo Engineers, February 16, 2015, 495 pages) and Geotechnical Report (July 12, 2013).

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

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Wastewater Treatment Plant Bid Package #OHOF-01: Outfall Replacement Technical Specifications (Carollo Engineers, January 22, 2015).

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Addendum No. 1 (March 17, 2015), 101 pages.

Addendum No. 2 (March 19, 2015), 7 pages.

Addendum No. 3 (March 23, 2015), 133 pages.

Addendum No. 4 (March 26, 2015), 5 pages.

Addendum No. 5 (March 27, 2015), 3 pages.

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

October 30, 2015 for the Outfall Replacement Work.

Int.

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User Notes:

(1664382834)


OWNER (Signature)

SCOTT DUDLEY, MAYOR
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Lyle Martin, Vice President
(Printed name and title)

Init.
/

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Graehm C. Wallace, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:19:16 on 04/09/2015 under Order No. 1337858007_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

attorney

(Title)

4/13/15

(Dated)

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User Notes:

(1664382834)



AIA

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Oak Harbor Clean Water Facility

THE OWNER:

(Name, legal status and address)

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Hoffman Construction Company of Washington
1505 Westlake Avenue N., Suite 500
Seattle, Washington 98109

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to ~~establish a Guaranteed Maximum Price, authorize the Construction Manager to proceed with the Work of Site Prep A - Partial Excavation and Archeological Survey ("Site Prep A") and to establish a Guaranteed Maximum Price for the Site Prep A Work and related Negotiated Support Services and Specified General Conditions. The Owner and Construction Manager anticipate subsequent amendment(s) to the Agreement to establish a Guaranteed Maximum Price for the remainder of the Work. This is the Third GMP Amendment for this Project.~~ As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed ~~exceed for the Site Prep A Work and related Negotiated Support Services and Specified General Conditions.~~ The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(~~ Eight Hundred Thirty-Six Thousand One Hundred Thirty Dollars (\$836,130.00) for the Site Prep A Work and includes all related Negotiated Support Services, Specified General Conditions, Contingency, and the Construction Manager's Fee of 4.28%, subject to additions and deductions by Change Order as provided in the Contract Documents. Sales tax is not included in the above amount and will be added to the Cost of the Work.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

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

AIA Document A201™-2007, 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.

Init.

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User Notes: (1831941750)

1

See the Hoffman Construction Company GMP Amendment No. 3 Recapitulation for Site Prep A - Partial Excavation and Archeological Survey.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Subcontractor Payment and Performance Bond, included within the above price.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
<u>Archeological discoveries</u>	<u>\$57,114.00</u>
<u>Dewatering</u>	<u>\$14,400.00</u>

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See the Hoffman Construction Company GMP Amendment No. 3 Recapitulation for Site Prep A - Partial Excavation and Archeological Survey.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract: See the Oak Harbor Wastewater Treatment Plant Site Preparation and Archeological Exploration Technical Specifications dated June 8, 2015 and other documents listed in this Guaranteed Maximum Price Amendment.

Document	Title	Date	Pages
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Wastewater Treatment Plant Site Preparation and Archeological Exploration Technical Specifications dated June 8, 2015 and other documents listed in this Guaranteed Maximum Price Amendment.

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

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Clean Water Facility Site Preparation and Archeological Exploration Package dated June 8, 2015 and other documents listed in this Guaranteed Maximum Price Amendment

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Construction Manager shall comply with Washington Department of Ecology funding requirements including the Water Pollution Control Revolving Fund Specifications Insert dated 10/30/13. Construction Manager will perform construction activities in accordance with the City of Oak Harbor Cultural Resources Memorandum of Agreement approved April 21, 2015.

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion for Site Prep A Work established by this Amendment:

Init.

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User Notes: (1831941750)

2

October 1, 2015.


OWNER (Signature)


(Printed name and title)

Dated: 6/18/15


CONSTRUCTION MANAGER (Signature)


(Printed name and title)

6/18/15



Int.

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Certification of Document's Authenticity
AIA® Document D401™ - 2003

I, Graehm C. Wallace, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:28:11 on 06/09/2015 under Order No. 1248342233_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

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User Notes: 1

(1031941750)



City of Oak Harbor, Washington
Clean Water Facility Project
Hoffman Project Number 5100014

GMP Amendment No 3 Recapitulation
Site Prep A - Partial Excavation and Archaeological Survey

1	<u>Direct Cost of Work</u>	
2	Site Prep A	\$ 546,562
3	Allowances for Archaeological Discoveries	\$ 57,114
4	Allowance for Dewatering Pumping	\$ 14,400
5	Total Direct Costs	\$ 618,076
6		
7	<u>Negotiated Support Services</u>	
8	See Detail	\$ 152,834
9		
10	Total NSS	\$ 152,834
11		
12	Total NSS and Direct Costs	\$ 770,909
13		
14	GMP Risk Contingency at 3.5% of Direct Costs	\$ 21,633
15		
16	Total Direct+NSS+Risk Conting.	\$ 792,541
17		
18	Specified General Conditions	\$ -
19		
20	Sub Bonds	\$ 9,271
21		
22	Sub-Total	\$ 801,812
23		
24	GCCM Fee at 4.28%	\$ 34,318
25		
26	Total GMP Cost This Amendment	\$ 836,130
27	Washington State Sales Tax @ 8.7%	\$ 72,743
28	Total Amendment No 3 (Incls Sales Tax)	\$ 908,872

Previously Issued Amendments (including WSST)

Preconstruction Services	\$ 790,050
GMP Amendment No 1 -- Early Purchase MBR-UV	\$ 2,775,456
GMP Amendment No. 2 -- Outfall Construction	\$ 2,164,488
Total GC/CM Contract with this Amendment incl WSST	\$ 6,638,866



PROJECT CSI ESTIMATE SUMMARY

BUILDING: Oax Harbor Clean Water Facility - Site Plan A
 LOCATION: Oax Harbor, WA
 ENGINEER: Corbett
 SUBJECT: GMP Estimate - Site Plan A

JOB NO: 5100014
 ESTIMATOR: THT
 CHECKED BY: CAB
 DATE: 6/1/15
 DWG DATE:

Code	Description	Est. Qty	Unit Price	Size	Total Project Cost	Total Cost/Division	Comments	
Building Gross Square Footage		0	sq ft					
Assignable Square Footage		0	sq ft					
Field Duration			mo					
DIVISION 2 -- EXISTING CONDITIONS							\$71,486	
02 41 13	Structural Site Demolition	1	sq	\$71,485.56	\$71,486	\$71,486		
02 41 16	Structure Demolition	1	sq			\$0		
02 41 19	Structural Building Demolition	1	sq	\$0.00		\$0		
02 50 00	Site Remediation	1	sq	\$0.00	\$0	\$0		
02 70 00	Water Remediation	1	sq	\$0.00	\$0	\$0		
02 80 00	Facility Remediation	1	sq	\$0.00	\$0	\$0		
DIVISION 31 -- EARTHWORK							\$546,500	
31 22 00	Grading	1	sq	\$85,370.88	\$85,371	\$85,371		
31 23 00	Elevation and Fill	1	sq	\$263,884.96	\$263,885	\$263,885		
31 23 19	Dewatering	1	sq	\$67,536.00	\$67,536	\$67,536		
31 25 00	Erosion and Sedimentation Control	1	sq	\$129,798.40	\$129,798	\$129,798		
31 40 00	Shoring and Underpinning	1	sq			\$0		
31 62 00	Drill and Blast	1	sq			\$0		
31 63 00	Bored Piles	1	sq			\$0		
SUBTOTAL DIRECT COSTS					\$618,076	\$618,076	\$618,076	
GENERAL CONDITIONS/INSURANCE							\$218,055	
	General Conditions	1	sq	\$0.00	\$0	\$0	0.00% of direct costs	
	Sub Bonds	1.5%	sq	\$618,075.80	\$9,271	\$9,271		
	Performance Bond	F..	sq	F..	F..	F..	Included in F..	
	PL & PD Insurance	F..	sq	F..	F..	F..	Included in F..	
	Builder's Risk Insurance	NSS	sq	NSS	NSS	NSS	Included in NSS	
	B&O Tax	F..	sq	F..	F..	F..	Included in F..	
NEGOTIATED SUPPORT SERVICES							\$152,834	
	DESIGN & ESTIMATING CONTINGENCY	1	sq	\$0.00	\$0	\$0	None per SP A	
	GCCM RISK CONTINGENCY	3.50%	sq	\$618,075.80	\$21,633	\$21,633		
	GCCM FEE	1	sq	\$34,317.62	\$34,318	\$34,318	4.28% of project costs	
TOTAL, ESTIMATED CONSTRUCTION COST					\$836,131	\$836,131	\$836,131	
SALES TAX							\$72,743	
	State and Local Sales Tax	8.70%	sq	\$836,131	\$72,743	\$72,743		
TOTAL, ESTIMATED GUARANTEED MAXIMUM PRICE					\$908,875	\$908,875	\$908,875	



HOFFMAN CONSTRUCTION COMPANY
OF WASHINGTON

PROJECT CSI ESTIMATE SUMMARY

BUILDING: Oas Harbor Clean Water Facility See Prep A
 LOCATION: Oas Harbor, WA
 ENGINEER: Corino
 SUBJECT: GMP Estimate - See Prep A

JOB NO 5100014
 ESTIMATOR THJ
 CHECKED BY: CAB
 DATE 6/1/15
 DWG DATE

Item	Description	Est Qty	Unit	Unit Price	Sub	Total Project Cost	Total Cost/Division	Comments
<p>Costs not included: See Attached Sheet for Assumptions, Certifications, and Exclusions.</p>								

HOFFMAN CONSTRUCTION COMPANY
of WASHINGTON

LIST OF ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

BUILDING: Oak Harbor Clean Water Facility - Site Prep A
 LOCATION: Oak Harbor, WA
 ENGINEER: Carotto
 SUBJECT: List of Assumptions & Clarifications - Proposal Estimate

JOB NO: 5100014
 ESTIMATOR: THT
 CHECKED BY: CAB
 DATE: 6/1/15
 DWG. DATE: 0

BASIS OF ESTIMATE

Item	Date	Publisher	Description	Comments
1	6/3/15	HCC	Work assumed to be concurrent with outfall construction	
2	6/4/15	HCC	First 5 feet of cut at the existing fill area beneath parking lot is unrestricted production	
3	6/4/15	HCC	Carotto Site Prep A documents	
4				
5				
6				
7				
8				

ASSUMPTIONS, QUALIFICATIONS, INCLUSIONS AND EXCLUSIONS:

Item	Area	Division	Description	Comments
1		HCC	No hazardous material or contaminated soils handling or removal	
2		HCC	No restoration of landscaped areas in this gmp	
3		HCC	Additional general conditions or negotiated support services beyond outfall construction period	
4		HCC	Unit Rate for Archaeologist directed excavation = \$1150/hour for crew (no. operator, truck and laborer + dewatering pump)	
5		HCC	No stippling at bottom of excavation is included	
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7				
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Site Prep A r2

HOFFMAN CONSTRUCTION COMPANY OF WASHINGTON

ESTIMATE SUMMARY

BUILDING: Oak Harbor Clean Water Facility - Site Prep A
 LOCATION: Oak Harbor , WA
 ARCHITECT: Carollo
 SUBJECT: Division 2 Summary

ESTIMATE NO. 5100014
 ESTIMATOR: THT
 CHECKED BY: CAB
 DATE: 6/1/15
 DWG. DATE: 0

ACCT	DESCRIPTION OF WORK	TOTAL EST QUANTITY	UNIT	UNIT PRC LABOR	TOTAL EST LABOR COST	UNIT PRC M.T.L	TOTAL EST M.T.L COST	TOTAL EST COST
02 41 13	Selective Site Demolition							
	Demolish Asphalt Paving	48,000	sf			\$0.72	\$34,733	
	Demo Curbs, Planters and Trees	60	tns			\$234.36	\$14,062	
	Demo Underground Utilities	490	lf			\$24.30	\$11,907	
	Cap Utilities		ea				incl	
	Demo Site Light Poles and Circuits	6	ea			\$1,080.00	\$6,480	
	Demo Light Pole Bases	6	ea			\$342.36	\$2,054	
	Protect Fire Hydrant	1	ea			\$500.00	\$500	
	Protect monitoring well	1	ea			\$250.00	\$250	
	Relocate Postal Service Gang Box	1	ea			\$1,500.00	\$1,500	
							\$71,486	
							\$71,486	\$71,486
							Subcontractor GC, Equip, OH&P	incl
							Total, Spec. Sect. 02 41 13:	\$71,486

Site Prep A r2

HOFFMAN CONSTRUCTION COMPANY OF WASHINGTON

ESTIMATE SUMMARY

BUILDING: Oak Harbor Clean Water Facility - Site Prep A
 LOCATION: Oak Harbor, WA
 ARCHITECT: Cerullo
 SUBJECT: Division 31 Summary

ESTIMATE NO: 5100014
 ESTIMATOR: THT
 CHECKED BY: CAB
 DATE: 6/1/15
 DWG. DATE: 0-Jan-00

ACCT	DESCRIPTION OF WORK	TOTAL EST QUANTITY	UNIT	UNIT PRC LABOR	TOTAL EST LABOR COST	UNIT PRC M T L	TOTAL EST M T L COST	TOTAL EST COST
31 22 00	Grading							
	Equipment mobilization and demobilization	1	is			\$39,000.00	\$39,000	
	Strip 6" Topsoil at Grass Areas & Dispose	2,700	sy			\$3.41	\$9,215	
	Prep and rock haul road to stockpile (515 x 20)	10,300	sf			\$1.62	\$16,686	
	Prep and rock access road to Beeksm by RV Park	0	sf			\$1.62	\$0	defer
	Remps into excavation (6' high x 20' wide) 10:1 with pad	729	tns			\$28.08	\$20,470	
							\$85,371	\$85,371
								Subcontractor GC, Equip, OH&P incl
								Total, Spec. Sect. 31 22 00: -----> \$85,371
31 23 00	Excavation and Fill							
	Unrestricted Excavation at Existing Fill - Parking Area	9,219	bcy			\$9.75	\$89,881	
	Archaeologically Sensitive Excavation							
	6" Cuts, cleanup bucket haul to stockpile	6,981	bcy			\$15.66	\$109,330	
	Allowance for Vacuum Excavation (8 locations)	20	hrs			\$378.00	\$7,560	
	Allowance for 1/2 production rate excavation	698	bcy			\$21.17	\$14,778	
	Allowance for Crew Standby (single crew)	40	hrs			\$1,058.40	\$42,336	
							\$263,885	
							\$263,885	\$263,885
								Subcontractor GC, Equip, OH&P incl
								Total, Spec. Sect. 31 23 00: -----> \$263,885
31 23 19	Dewatering							
	Allowance for pumping	12	whs			\$1,200.00	\$14,400	
	Ecology Block Wall Drain	1,200	lf			\$44.28	\$53,136	
							\$67,536	
							\$67,536	\$67,536
								Subcontractor GC, Equip, OH&P incl
								Total, Spec. Sect. 31 23 19: -----> \$67,536
31 25 00	Erosion and Sedimentation Control							
	TESC Measures at Stockpiles	40,500	sf			\$0.77	\$31,055	
	Silt fence at wetland boundary west access road	0	lf			\$5.40	\$0	defer
	Silt Fence at south boundary of Beeksm access road							defer
	Dust Control water truck	8	wks			\$1,500.00	\$12,000	
	Dust control sweeper	8	wks			\$1,250.00	\$10,000	
	Standard Ecology Block Retaining Wall (2 high)	222	ea			\$102.60	\$22,743	
	Ultra Block Retaining Wall (3 high)	313	ea			\$172.80	\$54,000	
							\$129,798	
							\$129,798	\$129,798
								Subcontractor GC, Equip, OH&P incl
								Total, Spec. Sect. 31 25 00: -----> \$129,798
								division total: \$546,590

Hoffman Construction Company

Building: Oak Harbor Clean Water Facility
 Location: Oak Harbor, WA
 Engineer: Carolin
 Subject: GMP Amendment 3 -- Site Prep A

Estimate Summary
 Precon ->
 Const -> 8 wks
 GSF ->

Job No: 5109214
 Sheet No: 1
 Estimator: THT
 Date: 6/3/15

Acct	Description	Estimated Quantity	UOM	Labor Unit	Estimated Labor	Mat Unit	Estimated Material	Total Cost	Notes
006088	Builders Risk Insurance	1	is		0	17,820	17,820	17,820	NSS for premium
007001	Supervision Office Manager - Full Time	0	Wk	1,000	0		0	0	Amend 2
	Safety Mgr - 2 days/mo	0	Days	443	0		0	0	Amend 2
007012	Supervisory Travel Travel reimb -- NSS	8	Wks		0	250	2,000	2,000	
007026	Plans & Blueprints Miscellaneous	0.0	Mo		0	250	0	0	NSS
007060	Equip Rental- Hoffman Ratios - 4 ea		LS		0		0	0	NSS
	Pick-up - 1 ea Job Services		Wks		0	150	0	0	NSS
	Misc	10.0	Wks		0	300	3,000	3,000	NSS
007061	Equip Rental- Others Forklift	0	LS		0		0	0	NSS
			10	wks		900	9,000	9,000	
007063	Gas, Oil & Maintenance Gas, Oil & Fuel - Excav Ratios	12,000	\$		0	0.20	2,400	2,400	NSS
007080	Use Taxes on Materials	8.7%	PC		0	-2,600	-226	-226	
007083	Tax and Fringe								
007098	Computer Charges	0	Wks		0	50	0	0	
010500	Survey & Layout Survey (party of 2)	10	days		0	1,700	17,000	17,000	NSS
015100	Temp Electrician Power Distribution Unit	0	SF		0	0.22	0	0	NSS
	Power Cords & Spiders	0	Eq		0	3,500	0	0	NSS
		0	LS				0	0	NSS
015110	Utilities Power		Reimb Mo		0	650	0	0	By Owner
015120	Utilities Water Temp Water Connect & Rem	0	Mo		0	100	0	0	NSS
		0	LS		0	2,250	0	0	with amend 2
015150	Temp Sanitation Latrines - 2 each	0.0	Mo		0	0	0	0	with amend 2
	Handwash Station - 1 each	0.0	Mo		0	125	0	0	with amend 2
	Drop Boxes and Disposal	0	ids		0	750	0	0	with amend 2
015180	Temp Water	0.0	Mo		0	160	0	0	with amend 2
015200	Temp Structures WIB building office setup								
	Carpet repair	0	LS		0	1,500	0	0	NSS
	Roof Repair	0	LS		0	1,750	0	0	NSS
	Toilet room fixtures and repair	0	LS		0	1,250	0	0	NSS
	Misc. Temp. Struct	2	Mo		6,000		250	6,250	NSS
015210	Temp Protection Restore Landscaping at Laydown	0	is			0	0	0	defer to final gmp
	Archaeological Sensitive Perimeter	0	ir			8	0	0	with amend 2
015220	Temp Roads & Parking Dust Control	0.0	Mo		0	750	0	0	in direct cost
015240	Temp Work Base Temp Stockpile area	0	CY		0	10	0	0	
		0	sr		0	4.15	0	0	in direct cost

Hoffman Construction Company

Building: Oak Harbor Clean Water Facility
 Location: Oak Harbor, WA
 Engineer: Cerialis
 Subject: GMP Amendment 3 -- Site Prep A

Estimate Summary
 Precon ->
 Const -> 8 wks
 GSF ->

Job No: 5109214
 Sheet No: 1
 Estimator: THT
 Date: 6/3/15

Acct	Description	Estimated Quantity	UOM	Labor Unit	Estimated Labor	Mat Unit	Estimated Material	Total Cost	Notes
015282	Drug Tests	35	ea		0	85	2,975	2,975	NSS
015290	First Aid	0	LS		0	1,200	0	0	with amend 2
015300	Barricades and Fencing								
	Temp Fence Rental	1,455	LF		0	0.6	873	873	NSS
	Setup and Removal	1,455	LF			1.35	1,964	1,964	NSS
	20' Truck Gates	1	ea			450.00	450	450	NSS
	Personnel Gates	2	ea			225.00	450	450	NSS
	Fence Ballast - K Roll	66	ea			75.00	4,928	4,928	NSS
	Rolling at eco block wall	1,290	lr			15.00	19,350	19,350	NSS
015800	Construction Signs	5	ea	200	1,000	150	750	1,750	NSS
	Project Signs	1	ea			650	650	650	NSS
015920	F O Equipment & Supply	0.0	Ma		0	800	0	0	with amend 2
	Furniture	0.0	LS		0	3,000	0	0	Existing
	Document Printer/Scanner	0.0	Ma		0	450	0	0	with amend 2
	Document Printer mob/demob	0.0	LS		0	1,500	0	0	with amend 2
	Scanner	0.0	ma		0	40	0	0	with amend 2
	Fax	0.0	ma		0	100	0	0	with amend 2
	Owner's Trailer Furn & Equip	0.0	Ma		0	50	0	0	with amend 2
015940	Phone & Postage	0.0	Ma		0	850	0	0	with amend 2
	Tablet Computers 2ea	0.0	Es		0	750	0	0	with amend 2
	Data Line and Maint	0.0	Ma		0	125	0	0	with amend 2
	Glass Cleaning								
017990	Job Services	0	MH	100	0		0	0	with amend 2
	Excavated load monitor / director	8	wks	3,800	30,400			30,400	
033062	Concrete Pumping	0			0		0	0	
				Subtotal >	37,400		115,434	152,834	0



AIA

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

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

Oak Harbor Clean Water Facility

THE OWNER:
(Name, legal status and address)

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Hoffman Construction Company of Washington
1505 Westlake Avenue N., Suite 500
Seattle, Washington 98109

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

AIA Document A201™-2007, 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.

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to ~~establish a Guaranteed Maximum Price~~ authorize the Construction Manager to proceed with the Work of Site Prep B - Deep Excavation, Shoring, and Stone Columns ("Site Prep B") and to establish a Guaranteed Maximum Price for the Site Prep B Work and related Negotiated Support Services and Specified General Conditions. The Owner and Construction Manager anticipate subsequent amendment(s) to the Agreement to establish a Guaranteed Maximum Price for the remainder of the Work. This is the Fourth GMP Amendment for this Project. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed exceed for the Site Prep B Work and related Negotiated Support Services and Specified General Conditions. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$)~~ Five Million One Hundred Nine Thousand Five Hundred Forty-Nine Dollars (\$5,109,549.00) for the Site Prep B Work and includes all related Negotiated Support Services, Specified General Conditions, Contingency, and the Construction Manager's Fee of 4.28%, subject to additions and deductions by Change Order as provided in the Contract Documents. Sales tax is not included in the above amount and will be added to the Cost of the Work.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

init.

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(1467175272)

See the Hoffman Construction Company GMP Amendment No. 4 Recapitulation for Site Prep B - Deep Excavation, Shoring, and Stone Columns.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Subcontractor Payment and Performance Bond, included within the above price.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any.
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
None	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See the Hoffman Construction Company GMP Amendment No. 4 Recapitulation for Site Prep B - Deep Excavation, Shoring, and Stone Columns.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

1. Oak Harbor Clean Water Facility Site Preparation and Mass Excavation packages, Technical Specifications and Drawings dated August 2015.
2. Addenda 1 through 4.
3. Site Prep B Request for Proposal.
4. Hoffman Recommendation of Award for Packages A, B, and C.
5. Morrow Contract for Tower Crane reservation.

Document	Title	Date	Pages
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Clean Water Facility Site Preparation and Mass Excavation Technical Specifications dated August 2015.

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

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Clean Water Facility Site Preparation and Mass Excavation Drawings dated August 2015.

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Int.

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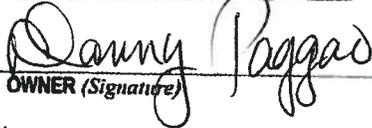
Construction Manager shall comply with Washington Department of Ecology funding requirements including the Water Pollution Control Revolving Fund Specifications Insert dated 10/30/13. Construction Manager will perform construction activities in accordance with the City of Oak Harbor Cultural Resources Memorandum of Agreement approved April 21, 2015.

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion for Site Prep B Work established by this Amendment:

June 1, 2016.

Executed this 20th day of October, 2015.


OWNER (Signature)

Danny Paggao, Mayor pro Tem
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Trevor H. Thies
(Printed name and title)
PROJECT MGR.

init.

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{1487175272}

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Graehm C. Wallace, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:37:25 on 10/07/2015 under Order No. 1248342233_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

attorney

(Title)

10/12/15

(Dated)

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(1514683463)



Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

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

Oak Harbor Clean Water Facility

THE OWNER:
(Name, legal status and address)

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Hoffman Construction Company of Washington
1505 Westlake Avenue N., Suite 500
Seattle, Washington 98109

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

AIA Document A201™–2007, 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.

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to ~~establish a Guaranteed Maximum Price.~~ authorize the Construction Manager to proceed with the Work of Pre-Purchase of Biosolids Dryer and to establish a Guaranteed Maximum Price for the Pre-Purchase of Biosolids Dryer Work and related Negotiated Support Services and Specified General Conditions. The Owner and Construction Manager anticipate subsequent amendment(s) to the Agreement to establish a Guaranteed Maximum Price for the remainder of the Work. This is the Fifth GMP Amendment for this Project. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not ~~exceed.~~ exceed for the Pre-Purchase of Biosolids Dryer and related Negotiated Support Services and Specified General Conditions. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$ ~~)-Two Million Twenty-Eight Thousand Two Hundred Twenty-Two Dollars (\$2,028,222.00)~~ for the Pre-Purchase of Biosolids Dryer Work and includes all related Negotiated Support Services, Specified General Conditions, Contingency, and the Construction Manager's Fee of 4.28%, subject to additions and deductions by Change Order as provided in the Contract Documents. Sales tax is not included in the above amount and will be added to the Cost of the Work.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Init.

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See the Hoffman Construction Company GMP Amendment No. 5 Recapitulation for Pre-Purchase of Biosolids Dryer.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Subcontractor Payment and Performance Bond, included within the above price.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
None	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See the Hoffman Construction Company GMP Amendment No. 5 Recapitulation for Pre-Purchase of Biosolids Dryer.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

1. Addenda 1 through 4.
2. Haarslev Dryer Proposal.
3. Hoffman Recommendation of Award.
4. Biosolids Dryer Request for Proposal.

Document	Title	Date	Pages
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Wastewater Treatment Plant Biosolids Belt Dryer System Technical Specifications dated April 2015.

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

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Wastewater Treatment Plant Biosolids Belt Dryer System Equipment Drawing Procurement dated April 2015.

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Construction Manager shall comply with Washington Department of Ecology funding requirements including the Water Pollution Control Revolving Fund Specifications Insert dated 10/30/13. Construction Manager will perform

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construction activities in accordance with the City of Oak Harbor Cultural Resources Memorandum of Agreement approved April 21, 2015.

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

December 29, 2017.

Executed this 20th day of October, 2015.


OWNER (Signature)


CONSTRUCTION MANAGER (Signature)

Danny Paggao, Mayor Pro Tem
(Printed name and title)

Trevor H. Tiggs
(Printed name and title)
PROJECT MGR

Init.

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User Notes:

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Grachm C. Wallace, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:40:59 on 10/07/2015 under Order No. 1248342233_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

attorney

(Title)

10/12/15

(Dated)

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(1467175272)



AIA[®]

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

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

Oak Harbor Clean Water Facility

THE OWNER:
(Name, legal status and address)

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Hoffman Construction Company of Washington
1505 Westlake Avenue N., Suite 500
Seattle, Washington 98109

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

AIA Document A201™–2007, 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.

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to ~~establish a Guaranteed Maximum Price~~ authorize the Construction Manager to proceed with the Work of Site Prep C - Micropile Installation and to establish a Guaranteed Maximum Price for the Site Prep C - Micropile Installation Work and related Negotiated Support Services and Specified General Conditions. The Owner and Construction Manager anticipate subsequent amendment(s) to the Agreement to establish a Guaranteed Maximum Price for the remainder of the Work. This is the Sixth GMP Amendment for this Project. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not ~~exceed~~ exceed for the Site Prep C - Micropile Installation and related Negotiated Support Services and Specified General Conditions. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$)~~ Three Million Nine Hundred Sixty-Six Thousand Five Hundred Three Dollars (\$3,966,503.00) for the Site Prep C - Micropile Installation Work, which Contract Sum includes all related Negotiated Support Services, Specified General Conditions, Contingency, and the Construction Manager's Fee of 4.28%, subject to additions and deductions by Change Order as provided in the Contract Documents. Sales tax is not included in the above amount and will be added to the Cost of the Work.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Init.

See the Hoffman Construction Company GMP Amendment No. 6 Recapitulation for Site Prep C - Micropile Installation.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Subcontractor Payment and Performance Bond, included within the above price.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Connection to new outfall	\$310,000.00

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See the Hoffman Construction Company GMP Amendment No. 6 Recapitulation for Site Prep C - Micropile Installation.

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

- Addenda 1 through 4.
- Hoffman Recommendation of Award.
- Site Prep C - Micropiles Request for Proposal.

Document	Title	Date	Pages
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Wastewater Treatment Plant Micropile Package Technical Specifications dated November 2015.

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

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Oak Harbor Wastewater Treatment Plant October 2015 Micropile Package 90% Design.

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Construction Manager shall comply with Washington Department of Ecology funding requirements including the Water Pollution Control Revolving Fund Specifications Insert dated 10/30/13. Construction Manager will perform construction activities in accordance with the City of Oak Harbor Cultural Resources Memorandum of Agreement approved April 21, 2015.

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User Notes:

CWF - GMP Amendment #6 - Attachment A
CWF - GMP Amendment #7 - Attachment J

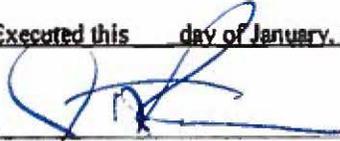
(82847921)
418

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

December 29, 2017.

Executed this day of January, 2016.



OWNER (Signature)

ROBERT T. SEVERNS

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

TREVOR H THIES

(Printed name and title)

SR. PROJECT MGR

Int.

Certification of Document's Authenticity

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I, Grachm C. Wallace, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:48:55 on 01/07/2016 under Order No. 1248342233_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

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(1247964276)



HOFFMAN CONSTRUCTION COMPANY
OF WASHINGTON

City of Oak Harbor, Washington
Clean Water Facility Project

7-Jan-16

Hoffman Project Number 5100014

Rev 2

GMP Amendment No 6 Recapitulation
Site Prep C -- Micropile Installation

Direct Cost of Work

Micro-pile installation	CJA	\$	2,087,050
Micro-pile spoils handling Phase 1	Pellco	\$	73,149
Micro-pile spoils handling Phase 2 and Cap Break at Headworks Area	Pellco	\$	32,513
Sheet pile adjustment for tower crane ftg	CJA	\$	54,108
Site flood protection dike	Pellco	\$	9,000
Connection to new outfall (Allowance)	TBD	\$	310,000
Total Direct Costs		\$	2,565,820

Negotiated Support Services

Negotiated Support Services	HCC	\$	558,105
Tower Crane Foundation and Crane Erection		\$	243,415
Procurement of Diesel Pump for Plant WWF	Xylem	\$	98,624
Total NSS		\$	900,144

Total NSS and Direct Costs **\$ 3,465,964**

GMP Risk Contingency at 3.5%	\$	121,309
Owner Design Contingency at 2.0%	\$	69,319

Total Direct+NSS+Risk Conting. **\$ 3,656,592**

Specified General Conditions \$ 147,112

Sub-Total **\$ 3,803,704**

GCCM Fee at 4.28% **\$ 162,799**

Total GMP Cost **\$ 3,966,503**

Washington State Sales Tax @ 8.7% \$ 345,086

Total Amendment No 6 (Incl. Sales Tax) **\$ 4,311,589**

Previously Issued Amendments (Exclusive of WSST)

Preconstruction Services	\$	790,050
GMP Amendment No 1 -- Early Purchase MBR-UV	\$	2,553,317
GMP Amendment No. 2 - Outfall Construction	\$	1,991,249
GMP Amendment No. 3 - Site Prep A	\$	836,130
GMP Amendment No. 4 - Site Prep B	\$	5,109,549
GMP Amendment No. 5 - Solids Dryer	\$	2,028,222
Total GC/CM Contract with this Amendment w/o WSST	\$	17,275,020



HOFFMAN CONSTRUCTION COMPANY
OF WASHINGTON

City of Oak Harbor Washington
Clean Water Facility Project

Hoffman Project Number 5100014

GMP Amendment No 6 - Addition of Micropiles

Negotiated Support Services Scope
16 Week Duration

<u>Group</u>	<u>Code</u>	<u>Description</u>	<u>Sub</u>	<u>Amount</u>	<u>Comment</u>
NSS	006088	Builders Risk Insurance (.01 TCC)		\$ 4,312.00	
NSS	007001	Office manager (4 mos)		\$ 20,368.00	
NSS	007001	Job services / field supt - E Spicer (4mos)		\$ 47,120.00	
NSS	007001	Bob Boyce -- BIM modeling (8 hours per week x 16 weeks)		\$ 12,800.00	
NSS	007012	Temp housing (16 weeks)		\$ 6,000.00	
NSS	007024	Construction Photographs		\$ -	
NSS	007026	Plans and Prints		\$ -	
TC	007061	Initial Tower Crane Rental		Incl w-amend 4	
TC	007065	Tower crane inbound freight		Incl w-amend 4	
TC	015200	Tower crane foundation concrete and reinforcing steel	HCC	\$ 68,850.00	
TC	015200	Tower crane isolation box design	Larson	\$ 2,359.00	
TC	015200	Tower crane footing excavation and subbase	Pellco	\$ 9,553.00	
TC	015200	Tower crane footing stone columns (16 each)	Malcolm	\$ 14,960.00	
TC	007067	Tower crane erection	NWTC	\$ 23,300.00	
TC	007067	Tower crane erection tech assist	Morrow - HCC	\$ 13,000.00	
TC	007067	Tower crane test weight freight	Ness	\$ 1,000.00	
TC	007067	Tower crane erection assist cranes	Ness	\$ 35,648.00	
TC	007067	Tower crane initial inspection 3rd party	Kent	\$ 8,765.00	
TC	007067	Tower crane electrical 3rd party inspection	ETI	\$ 1,830.00	
TC	007067	Tower crane tower retorque	NWTC, Morrow	\$ 5,600.00	
TC	007069	Initial crane rigging supply	HCC	\$ 5,000.00	
NSS	015750	Initial crane operator (6/19/16 - 7/19/16)	Garner	\$ 17,780.00	
NSS	015750	Rigger / Bellman for tower crane (4weeks)	Garner	\$ 17,340.00	
NSS	na	Tower crane foundation sheet piling impacts	Condon	\$54,108 - carry in directs	
TC	007067	Tower Crane Embed Anchor	Morrow	\$ 16,550.00	FOB Jobsite per Morrow
TC	015100	Tower Crane Temporary Power Supply		\$ 12,000.00	
NSS	007061	RT Crane for duration of Micropile Work (16 weeks)	Triad Mach	\$ 59,372.00	
NSS	007065	Transport Equipment		\$ -	
NSS	007065	RT Crane mob/demob	Triad Mach	\$ 5,000.00	
NSS	007069	Small Tools (4 months)		\$ 2,400.00	
NSS	015750	Operator for RT Crane (4/4/16 - 7/31/16) - 16 weeks		\$ 70,160.00	
NSS	007061	RT Forklift (8000#) Third Party 16 weeks		\$ 8,000.00	
NSS	007060	Job Services Pickup		\$ -	
NSS	007060	Radio rental extension (16 weeks)		\$ 1,216.00	
NSS	007060	Additional radios (4ea x 4 weeks)		\$ 304.00	Add radios for operators and bellman
NSS	007060	Material basket (little ricky) 16 weeks		\$ 600.00	
NSS	007060	Tip dumpsters (4 each x 16 weeks)		\$ 2,400.00	

<u>Group</u>	<u>Code</u>	<u>Description</u>	<u>Sub</u>	<u>Amount</u>	<u>Comment</u>
NSS	007063	Gas Oil and Maint		\$ 25,247.00	
NSS	007063	Fuel and Maint on Diesel Pump		\$ 1,965.00	
NSS	007081	Sales and Use Tax		\$ 10,982.00	
NSS	007098	Computer Charges (16 weeks)		\$ 800.00	
			Answering		
NSS	015940	Extension of Answering Service (130/month)	Innovations	\$ 520.00	
NSS	010500	Ming Survey 9Sst and 117ot (768hrs ST and 10hrs OT)	Ming	\$ 74,060.00	
NSS	007024	Orthographically corrected aerial photos for Design	Soundview	\$ 4,965.00	
Direct		Berming of site perimeter (flood protection dike)	Pellco	In direct costs	
NSS	015300	Watercade Barrier at Wells Fargo (212lf) 4 months	Yard	\$ 2,244.00	
NSS	015300	Fence Rental Extension (4 months)	United	\$ 1,300.00	
NSS	015180	Temp Water Service (4 months)		\$ 640.00	
NSS	015280	First Aid / Water Stations (4 each - Purchase)	Yard	\$ 3,000.00	
NSS	015100	Temporary Electric			
TC	015100	Tower crane -- transformer and drop off existing pole, 300'		\$ 25,000.00	
NSS	015100	North side site power fed from Whidbey Island Bank Bldg Valley		\$ 16,000.00	
NSS	015100	Temporary electric service to jobshack area		\$ 3,600.00	3ea 4" conduits x 200lf
NSS	007060	Temporary power PDU's (3 each , 16 weeks)		\$ 6,750.00	w/SO Cord
NSS	015150	Temp Sanitation (Latrines, wash station x 16 weeks)		\$ 24,260.00	
NSS	015180	Backflow preventer and meter on water service	By COH		
NSS	015940	Inkjet plotter -- field office		\$ 5,000.00	
NSS	015200	Coiling door installation at North Side of WIB		\$ 3,000.00	
NSS	015200	Extension of stair tower rental (16wks)		\$ 4,800.00	
NSS	015200	Installation of second stair tower		\$ 8,000.00	
NSS	015200	Second stair tower rental (12 weeks)		\$ 3,600.00	
NSS	015200	Prefabricated dumpster access platform		\$ 5,000.00	
NSS	015200	Concrete pad at dumpster access 12'x24'x4"		\$ 3,000.00	
NSS	015220	Street Sweeper (2x per week - 16 weeks)		\$ 8,000.00	
NSS	015282	Drug Tests (50 ea)		\$ 4,250.00	
NSS	015800	Signage (20/ea @ 150)		\$ 750.00	
NSS	015920	Field Office Equip and Supply (4 months)		\$ 3,200.00	
NSS	015940	Phone and Postage		\$ 3,600.00	
NSS	017990	Job Services (16 weeks, one individual)		\$ 54,400.00	
				\$ 801,520.00	

Specified General Conditions & Staffing

	Weeks	Weekly Rate	Total
Trevor Thies	12	\$ 3,270	\$ 39,240
Bryan Shirley	14	\$ 3,818	\$ 53,452
Ben Larson	16	\$ 2,745	\$ 43,920
			<u>\$ 136,612</u>
Other LS GC			\$ 10,500
Total Specified GC			<u><u>\$ 147,112</u></u>

