



AIA® Document A101® – 2017

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

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

Lane County School District 4J
715 West 4th Avenue
Eugene, OR 97402
541-790-7409

macdonald_g@4j.lane.edu
and the Contractor:
(Name, legal status, address and other information)

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

Remodel of Kennedy Middle School

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

TBG Architects and Planners
132 East Broadway Suite 200
Eugene OR 97401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

Init.

/

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

[X] By the following date: August 16, 2021

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

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

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

\$1000.00 per calendar day

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an acceptable Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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

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

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

§ 5.1.6 In accordance with AIA Document A201™–2007, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in AIA Document A201–2007;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in AIA Document A201–2007; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

5%

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with AIA Document A201–2007.

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

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

Amounts not paid shall bear interest as provided in ORS Chapter 279C %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in AIA Document A201–2007.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with AIA Document A201–2007, then the Owner shall pay the Contractor a termination fee as follows:

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

§ 7.2 The Work may be suspended by the Owner as provided in of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Macdonald_g@4j.lane.edu

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2007, Standard Form of Agreement Between Owner and Contractor and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2007, and elsewhere in the Contract Documents.

Init.

§ 8.6 Notice in electronic format, pursuant to AIA Document A201–2007, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

§ 8.7 Other provisions:

For all phases of the Project, the Contractor and the Owner shall purchase and maintain insurance, and the Contractor shall provide bonds as set forth in Article 11 of AIA Document A201–2007 as modified by Owner.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

General Insurance: The CONTRACTOR shall maintain in force for the duration of this agreement a Umbrella Insurance Policy with the limits not less than \$5,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated naming the DISTRICT, its employees, officials and agents as an additional insured as respects to work or services performed under this agreement. This insurance will be primary to any insurance the DISTRICT may carry on its own. If the DISTRICT requires Professional Liability coverage, the terms, conditions, and limits must be approved by the DISTRICT’s Risk Manager.

Workers’ Compensation: The CONTRACTOR shall provide and maintain workers’ compensation coverage for its employees, officers, agents, or partners as required by applicable workers’ compensation laws.

Equipment and Material: The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Course of Construction: The CONTRACTOR shall maintain an all-risk policy covering the replacement cost of the Work during the course of construction. The policy shall include the interests of the DISTRICT and the Architect. The amount of insurance shall equal the completed value of the contract.

Property Insurance: The CONTRACTOR shall purchase from and maintain in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all risk" policy form, including builder’s risk/installation floater, whichever is appropriate, in the amount of the initial Contract Sum, plus the value of subsequent modifications and the cost of materials supplied by others, comprising the total value of 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 The Contract Documents or until no person or entity other than the DISTRICT has an insurable interest in the property required by this paragraph to be covered, whichever is later. The insurance shall include interests of the DISTRICT, Architect and CONTRACTOR, Subcontractors, and sub-Subcontractors in the Project.

Evidence of Coverage: Evidence of the above coverages issued by a company satisfactory to the DISTRICT shall be provided to the DISTRICT by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. It is the CONTRACTOR’s obligation to provide the 30 days’ notice if not done so by the CONTRACTOR’s insurance company(s). Failure to maintain the proper insurance shall be grounds for immediate termination of this Agreement.

Subcontractors: The CONTRACTOR shall require all Subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers’ compensation insurance with coverage equivalent to those required of the general CONTRACTOR in this contract. In the alternative, the CONTRACTOR may choose to require insurance for subcontractors in accordance with the following categories. The CONTRACTOR shall require certificates of insurance from all Subcontractors as evidence of coverage.

Level One - \$1,000,000 per occurrence/\$2,000,000 aggregate

Includes interior and finish work and all non-construction trade services e.g. landscape and irrigation, exterior improvements (fencing, playgrounds, signage), paving, curb and gutter, rough carpentry, architectural millwork, insulation, overhead doors and grilles, fireproof, drywall, lath and plaster, acoustic ceilings, ceramic tile, resilient flooring, carpet, painting, vinyl wall covering, draperies and blinds, mail chutes, toilet partitions, furnishings, special construction and equipment that is non-structural and has no access or height concerns

Level Two - \$2,000,000 per occurrence/\$3,000,000 aggregate

Includes exterior work, structural concrete work, electrical, mechanical, miscellaneous iron, structural steel and elevator trades, minor excavation/site work, site utilities (storm drain, sewer, electrical) concrete work (cast-in-place on metal deck), placing reinforcing steel and mesh, brick and block masonry, stone, space frame, misc. iron/steel stairs, waterproofing, sheet metal, exterior caulking, elevators, scaffolding, fire suppression, plumbing, HVAC, building automation, electrical, communications, security

Level Three - \$5,000,000 per occurrence/\$6,000,000 aggregate

Includes demolition, wrecking, excavation, window washing above five levels and foundation work e.g. mobile cranes, staff/material hoists, non-structural or interior demolition, shoring, excavating, concrete (without tower crane) exterior walls, structural steel (without tower crane) metal deck, roofing, canopies, shelters, cupolas, spires, theater rigging, grandstands

Level Four – \$10,000,000 per occurrence/\$11,000,000 aggregate

Includes tower cranes and blasting/structural demolition e.g. tower crane erected or operated by a tower crane company, concrete, precast structural or architectural concrete with tower crane, structural steel with tower crane

General liability limits can be satisfied through a General Liability policy and/or Umbrella Insurance policy.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from the DISTRICT’s Risk Manager.

PERFORMANCE BOND AND PAYMENT BOND: The CONTRACTOR shall furnish a Performance bond and a Labor and Materials Payment bond covering faithful performance of the Contract and payment of obligations arising there under. Bonds are to be obtained through a company that is on the US Government Treasury list for approved sureties and/or approved by School DISTRICT 4J’s Risk Manager. The cost of the Bond shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. Submit on AIA Document A312, latest edition. The CONTRACTOR shall deliver the required bonds to the DISTRICT with the executed Agreement. The CONTRACTOR shall require the Attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2007, General Conditions of the Contract for Construction
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

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

.8 Other Exhibits:

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

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

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

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

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

OWNER *(Signature)*

Ryan Spain, Facilities Director

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:08:08 ET on 02/11/2021.

PAGE 1

Lane County School District 4J
715 West 4th Avenue
Eugene, OR 97402
541-790-7409
macdonald_g@4j.lane.edu

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Remodel of Kennedy Middle School

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TBG Architects and Planners
132 East Broadway Suite 200
Eugene OR 97401

PAGE 2

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

PAGE 3

By the following date: August 16, 2021

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

...

\$1000.00 per calendar day

PAGE 4

§ 5.1.3 Provided that an acceptable Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

§ 5.1.6 In accordance with AIA Document ~~A201™-2017, A201™-2007~~, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

...

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in ~~Article 9 of AIA Document A201-2017; A201-2007;~~

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in ~~Article 9 of AIA Document A201-2017; A201-2007;~~ and

...

5%

PAGE 5

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with ~~Article 9 of AIA Document A201-2017; A201-2007.~~

...

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in ~~Article 12 of AIA Document A201-2017, A201-2007,~~ and to satisfy other requirements, if any, which extend beyond final payment; and

...

Amounts not paid shall bear interest as provided in ORS Chapter 279C %

...

The Architect will serve as the Initial Decision Maker pursuant to ~~Article 15 of AIA Document A201-2017, A201-2007,~~ unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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For any Claim subject to, but not resolved by, mediation pursuant to ~~Article 15 of AIA Document A201-2017, A201-2007,~~ the method of binding dispute resolution shall be as follows:

...

[] Arbitration pursuant to ~~Section 15.4 of AIA Document A201-2017; A201-2007~~

...

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in ~~Article 14 of AIA Document A201-2017; A201-2007.~~

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with ~~Article 14 of AIA Document A201-2017; A201-2007,~~ then the Owner shall pay the Contractor a termination fee as follows:

...

§ 7.2 The Work may be suspended by the Owner as provided in ~~Article 14~~ of AIA Document ~~A201-2017~~, A201-207.

...

Macdonald_g@4j.lane.edu

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document ~~A101™-2017~~, A101™-2007, Standard Form of Agreement Between Owner and Contractor ~~where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds~~, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document ~~A101™-2017 Exhibit A~~, A101™-2007, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to ~~Article 1~~ of AIA Document ~~A201-2017~~, A201-2007, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

PAGE 7

For all phases of the Project, the Contractor and the Owner shall purchase and maintain insurance, and the Contractor shall provide bonds as set forth in Article 11 of AIA Document A201-2007 as modified by Owner. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

General Insurance: The CONTRACTOR shall maintain in force for the duration of this agreement a Umbrella Insurance Policy with the limits not less than \$5,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated naming the DISTRICT, its employees, officials and agents as an additional insured as respects to work or services performed under this agreement. This insurance will be primary to any insurance the DISTRICT may carry on its own. If the DISTRICT requires Professional Liability coverage, the terms, conditions, and limits must be approved by the DISTRICT's Risk Manager.

Workers' Compensation: The CONTRACTOR shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws.

Equipment and Material: The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Course of Construction: The CONTRACTOR shall maintain an all-risk policy covering the replacement cost of the Work during the course of construction. The policy shall include the interests of the DISTRICT and the Architect. The amount of insurance shall equal the completed value of the contract.

Property Insurance: The CONTRACTOR shall purchase from and maintain in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all risk" policy form, including builder's risk/installation floater, whichever is appropriate, in the amount of the initial Contract Sum, plus the value of subsequent modifications and the cost of materials supplied by others, comprising the total value of 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 The Contract Documents or until no person or entity other than the DISTRICT has an insurable interest in the property required by this paragraph to be covered, whichever is later. The insurance shall include interests of the DISTRICT, Architect and CONTRACTOR, Subcontractors, and sub-Subcontractors in the Project.

Evidence of Coverage: Evidence of the above coverages issued by a company satisfactory to the DISTRICT shall be provided to the DISTRICT by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. It is the CONTRACTOR's obligation to

provide the 30 days' notice if not done so by the CONTRACTOR's insurance company(s). Failure to maintain the proper insurance shall be grounds for immediate termination of this Agreement.

Subcontractors: The CONTRACTOR shall require all Subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage equivalent to those required of the general CONTRACTOR in this contract. In the alternative, the CONTRACTOR may choose to require insurance for subcontractors in accordance with the following categories. The CONTRACTOR shall require certificates of insurance from all Subcontractors as evidence of coverage.

Level One - \$1,000,000 per occurrence/\$2,000,000 aggregate

Includes interior and finish work and all non-construction trade services e.g. landscape and irrigation, exterior improvements (fencing, playgrounds, signage), paving, curb and gutter, rough carpentry, architectural millwork, insulation, overhead doors and grilles, fireproof, drywall, lath and plaster, acoustic ceilings, ceramic tile, resilient flooring, carpet, painting, vinyl wall covering, draperies and blinds, mail chutes, toilet partitions, furnishings, special construction and equipment that is non-structural and has no access or height concerns

Level Two - \$2,000,000 per occurrence/\$3,000,000 aggregate

Includes exterior work, structural concrete work, electrical, mechanical, miscellaneous iron, structural steel and elevator trades, minor excavation/site work, site utilities (storm drain, sewer, electrical) concrete work (cast-in-place on metal deck), placing reinforcing steel and mesh, brick and block masonry, stone, space frame, misc. iron/steel stairs, waterproofing, sheet metal, exterior caulking, elevators, scaffolding, fire suppression, plumbing, HVAC, building automation, electrical, communications, security

Level Three - \$5,000,000 per occurrence/\$6,000,000 aggregate

Includes demolition, wrecking, excavation, window washing above five levels and foundation work e.g. mobile cranes, staff/material hoists, non-structural or interior demolition, shoring, excavating, concrete (without tower crane) exterior walls, structural steel (without tower crane) metal deck, roofing, canopies, shelters, cupolas, spires, theater rigging, grandstands

Level Four - \$10,000,000 per occurrence/\$11,000,000 aggregate

Includes tower cranes and blasting/structural demolition e.g. tower crane erected or operated by a tower crane company, concrete, precast structural or architectural concrete with tower crane, structural steel with tower crane

General liability limits can be satisfied through a General Liability policy and/or Umbrella Insurance policy.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from the DISTRICT's Risk Manager.

PERFORMANCE BOND AND PAYMENT BOND: The CONTRACTOR shall furnish a Performance bond and a Labor and Materials Payment bond covering faithful performance of the Contract and payment of obligations arising there under. Bonds are to be obtained through a company that is on the US Government Treasury list for approved sureties and/or approved by School DISTRICT 4J's Risk Manager. The cost of the Bond shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. Submit on AIA Document A312, latest edition. The CONTRACTOR shall deliver the required bonds to the DISTRICT with the executed Agreement. The CONTRACTOR shall require the Attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney.

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- .3** AIA Document A201™ 2017, A201™-2007, General Conditions of the Contract for Construction
- .4** AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:08:08 ET on 02/11/2021 under Order No. 9214558541 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)