

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 1st day of August in the year 2022
(In words, indicate day, month and year.)

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

City of Wilsonville Public Works Department
30000 SW Town Center Loop East
Wilsonville, OR 97070

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

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

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

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Rd
Wilsonville, OR 97070

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

Scott|Edwards Architecture, L.L.P.
2525 E Burnside Street
Portland, OR 97214
T: 503-226-3617

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.

The Owner and Contractor agree as follows.

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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. The Work shall also include maintaining in good order and marked currently two (2) sets of Record Documents (or "as-builts") to precisely record locations of systems not limited to structural members, plumbing, electrical, communications, HVAC, and other utilities whose location will be difficult to determine after completion, as well as field changes and selections either not shown on the Drawings and Specifications or constructed at locations different than specified in the Drawings and Specifications. Contractor shall demonstrate compliance with this requirement upon every application for payment. Contractor shall deliver both sets prior to and as a condition of Final Completion.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraph Deleted)

be fourteen calendar days from Contract Execution.

(Paragraphs Deleted)

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

§ 3.3 Substantial Completion and Final 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:

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(Paragraphs Deleted)

[X] By the following date:
Monday December 11, 2023

§ 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
To Be Determined Upon Negotiation	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3.1, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

§ 3.3.4 Contractor shall be responsible for posting and recording Notices of Substantial Completion for the Work in accordance with ORS 87.045 within 3 days of the Architect certifying Substantial Completion.

§ 3.3.5 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work not later than 45 calendar days after substantial completion:

[X] By the following date: Thursday, January 25, 2024

§ 3.3.6 If the Contractor fails to achieve Final Completion as provided in this Section 3.3.5, 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 Nineteen million seven hundred thousand dollars and zero cents (\$ 19,700,000.00), subject to additions and deductions as provided in the Contract Documents. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. Owner has the right to terminate the Contract early pursuant to Article 14 of AIA Document A201-2017.

§ 4.2
§ 4.2.1

(Table Deleted)

§ 4.2.2

(Paragraph Deleted)

(Table Deleted)

§ 4.3

(Paragraph Deleted)

Item	Price
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§ 4.4

§ 4.5 Liquidated Damages

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss and public detriment if the Work is not substantially completed or fully completed within the time specified in the Contract Documents, plus any extensions thereof granted, in writing, in accordance with the Contract Documents. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion:

§ 4.5.1 Liquidated Damages for Failure to Meet Substantial Completion Date: \$500 per day.
(Table Deleted)

§ 4.5.2 Liquidated

Damages for Failure to Meet Final Completion Date: \$1,000 per day.

(Paragraphs Deleted)

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 Application for Payment is received by the Architect not later than the 28th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following 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 fifteen (15) days after the Architect receives the Application for Payment.

(Paragraph Deleted)

§ 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.

§ 5.1.4.1 As a condition of each progress and the final payment, Contractor shall provide to Owner in a form acceptable to Owner partial and final releases and waivers of claims from Contractor, each subcontractor, and every material or equipment supplier on whose labor or materials any part of the pay request is based. The releases will apply to all work performed through the payment date and may be conditional upon payment of the amount of the pay request.

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

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

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

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

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

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: five (5) percent.

(Paragraph Deleted)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Paragraph Deleted)

To be determined subject to negotiation

§ 5.1.7.2

(Paragraph Deleted)

§ 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 a request for return of retainage in excess of 50% of the full retainage amount.

§ 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.

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond Final Payment; and
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 the conditions for Final Payment specified in the General Conditions Article 9.10.2 have been satisfied including but not limited to an affidavit from Contractor that all indebtedness related to the Work has been paid, evidence that insurance will remain in effect, consent of any surety, and final and complete releases and waivers of claim from Contractor, all subcontractors, and all material and equipment suppliers.

§

5.2.2 Provided that the conditions set forth in 5.2.1 are met, the Owner's Final Payment to the Contractor shall be made Forty (40) days after Final Completion.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

(Paragraph Deleted)

§ 6.2 Binding Dispute Resolution

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

(Paragraphs Deleted)

[X] Litigation in Clackamas County Circuit Court, Clackamas County, Oregon. The parties agree that jurisdiction and venue for any dispute will be in Clackamas County Circuit Court. The Contract Documents shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws.

(Paragraph Deleted)

§ 6.3 Equitable Relief

Notwithstanding the foregoing, the Owner may undertake an action pursuant to ORS 30.315, and other equitable relief, including but not limited to restraining order, or injunctive relief without seeking mediation or other binding dispute resolution. Jurisdiction and venue for any equitable relief will be in Clackamas County Circuit Court.

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs Deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Cumming Management Group, Inc (dba PlanB Consultancy)
696 McVey Avenue, Suite 202, Lake Oswego, OR 97034

§ 8.3 The Contractor's representative:

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

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract of Construction, Article 11, and elsewhere in the Contract Documents.

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

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

§ 8.7 Other provisions:

§ 8.7.1 **Integration.** The Contract Documents contain the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the Owner, within the Owner's sole discretion, will apply.

§ 8.7.2 **Legal Effect and Assignment.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

§ 8.7.3 **No Assignment.** Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the Owner.

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§ 8.7.4 Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

§ 8.7.5 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

§ 8.7.6

§ 8.7.7 Nonwaiver. *Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.*

§ 8.7.8 Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

§ 8.7.9 Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

§ 8.7.10 Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

§ 8.7.11 Delivery of Notices. Any Notice(s) required or permitted under the Contract Documents shall be deemed received when delivered in person, delivered by electronic mail, or seventy-two (72) hours after deposit with the United States Postal Service.

§ 8.7.12 Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

§ 8.7.13 Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

§ 8.7.14 Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the Owner "sole discretion" or the Owner is allowed to make a decision in its "sole judgment."

§ 8.7.15 Force Majeure. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work. In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and

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proportionately by the Owner, in writing. Poor weather conditions, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

§ 8.7.16 Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

§ 8.7.17 Interpretation. As a further condition of this Contract, the Owner and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

§ 8.7.18 Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Contract Documents.

§ 8.7.19 Pursuant to ORS 279C.525, the following is a list (possibly non-inclusive) of federal, state, and local agencies of which the Owner knows have enacted ordinances, rules, or regulations relating to the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

1. Federal Agencies: Army Corps of Engineers; Federal Highway Administration; National Marine Fisheries Service; Department of Labor; Environmental Protection Agency; Federal Energy Regulatory Commission; Geological Survey; Occupation Safety & Health Administration; U.S. Fish and Wildlife Service; and Department of Transportation; Department of Interior; Federal Highway Administration.

(b) State Agencies: Oregon Health Authority; Division of State Lands; Land Conservation and Development Commission; Department of Environmental Quality; Department of Fish and Wildlife; Water Resources Department; Oregon Bureau of Labor and Industries; Department of Geology and Mineral Industries; Department of Administrative Services; Department of Energy; Oregon Occupational Safety and Health Division; Water Resources Council, and Business Oregon.

© Local Agencies: City of Wilsonville; Clackamas County; Tualatin Valley Fire and Rescue (TVFR).

§ 8.7.20 Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

§ 8.7.21 Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

§ 8.7.22 Authority. Each party signing on behalf of Contractor and the Owner hereby warrants actual authority to bind their respective party.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Architect's standard Electronic Document Release, attached hereto as Exhibit YY.
(Insert the date of the EDR incorporated into this Agreement.)

- .5 Drawings

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Number	Title	Date
WPW Permit Set – Arch_v2	220715 WPC Permit Set	07/15/2022
WPW Permit Set – Civil Lands_v2	Rev1	
WPW Permit Set – Electrical_v2		
WPW Permit Set – Mechanical_v2		
WPW Permit Set – Plumbing_v2		
WPW Permit Set – Structural_v2		
WPW Permit Set – Technology_v2		

.6 Specifications

Section	Title	Date	Pages
Division 00 through & including Division 33	20211026-WPW-Project Manual	04/08/2021	1 through & including 1136

.7 Addenda, if any:

Number	Date	Pages
2022-06-30 WPW IEI Bid Clarification Rev Summary	07/15/2022	1 through & including 2
2022-07-14 WPW Response Cover Letter	07/15/2022	1 through & including 7
Addendum No. 1 Public Works Complex RFQ	05/13/2022	1 through & including 2
Addendum No. 2 Public Works Complex RFQ	05/19/2022	1 through & including 2
Addendum No 3 Public Works Complex	06/17/2022	1 through & including 367
Addendum No. 4 Public Works Complex	06/24/2022	1 through & including 52
Addendum No. 5 Public Works Complex	06/30/2022	1 through & including 161

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:

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(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.)

Exhibit B – Allowances

Exhibit C – 2022-2023 Billable Hourly Rates

Exhibit D – 2022-2023 Equipment Rental Rate Sheet

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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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 14:53:39 ET on 07/26/2022.

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AGREEMENT made as of the 1st day of August in the year 2022

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City of Wilsonville Public Works Department
30000 SW Town Center Loop East
Wilsonville, OR 97070

...

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

...

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PAGE 2

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. The Work shall also include maintaining in good order and marked currently two (2) sets of Record Documents (or "as-builts") to precisely record locations of systems not limited to structural members, plumbing, electrical, communications, HVAC, and other utilities whose location will be difficult to determine after completion, as well as field changes and selections either not shown on the Drawings and Specifications or constructed at locations different than specified in the Drawings and Specifications. Contractor shall demonstrate compliance with this requirement upon every application for payment. Contractor shall deliver both sets prior to and as a condition of Final Completion.

...

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

...

(Check one of the following boxes.)

...

be fourteen calendar days from Contract Execution.

...

☐ ~~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~~ NTP.

...

§ 3.3 Substantial Completion and Final Completion

PAGE 3

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

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User Notes:

(3B9ADA41)

...

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

...

☒ By the following date:

...

Monday December 11, 2023

...

To Be Determined Upon Negotiation

...

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section ~~3.3~~, 3.3.1, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

...

§ 3.3.4 Contractor shall be responsible for posting and recording Notices of Substantial

...

Completion for the Work in accordance with ORS 87.045 within 3 days of the

...

Architect certifying Substantial Completion.

...

§ 3.3.5 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work not later than 45 calendar days after substantial completion:

...

☒ By the following date: Thursday, January 25, 2024

...

§ 3.3.6 If the Contractor fails to achieve Final Completion as provided in this Section 3.3.5, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

...

§ 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 Nineteen million seven hundred thousand dollars and zero cents (\$

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19,700,000.00), subject to additions and deductions as provided in the Contract Documents. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. Owner has the right to terminate the Contract early pursuant to Article 14 of AIA Document A201-2017.

...

§ 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.)

PAGE 4

§ 4.4 Unit prices, if any:

...

§ 4.5 Liquidated Damages

...

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.) Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss and public detriment if the Work is not substantially completed or fully completed within the time specified in the Contract Documents, plus any extensions thereof granted, in writing, in accordance with the Contract Documents. Both parties also recognize the delays, expenses, and difficulties involved in proving in a

legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion:

...

§ 4.5.1 Liquidated Damages for Failure to Meet Substantial Completion Date: \$500 per day.

...

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

...

§ 4.5 Liquidated damages, if any: 4.5.2 Liquidated

...

(Insert terms and conditions for liquidated damages, if any.) Damages for Failure to Meet Final Completion Date: \$1,000 per day.

...

§ 4.6 Other:

...

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

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 28th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following 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 fifteen (15) days after the Architect receives the Application for Payment.

...

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

...

§ 5.1.4.1 As a condition of each progress and the final payment, Contractor shall provide to Owner in a form acceptable to Owner partial and final releases and waivers of claims from Contractor, each subcontractor, and every material or equipment supplier on whose labor or materials any part of the pay request is based. The releases will apply to all work performed through the payment date and may be conditional upon payment of the amount of the pay request.

PAGE 5

§ 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: five (5) percent.

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...

~~(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.)~~

...

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

...

To be determined subject to negotiation

...

§ 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.)~~ a request for return of retainage in excess of 50% of the full retainage amount.

PAGE 6

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

...

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

...

- .2 a final Certificate for Payment has been issued by the ~~Architect;~~ Architect; and

...

§ 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:~~ 3 the conditions for Final Payment specified in the General Conditions Article 9.10.2 have been satisfied including but not limited to an affidavit from Contractor

that all indebtedness related to the Work has been paid, evidence that insurance will remain in effect, consent of any surety, and final and complete releases and waivers of claim from Contractor, all subcontractors, and all material and equipment suppliers.

...

§ 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.**5.2.2 Provided** that the conditions set forth in 5.2.1 are met, the Owner's Final Payment to the

...

(Insert rate of interest agreed upon, if any.) Contractor shall be made Forty (40) days after Final Completion.

...

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

...

(Check the appropriate box.)

...

☐ — Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

☒ — ~~Litigation in a court of competent jurisdiction~~**X** ☐ — Litigation in Clackamas County Circuit Court, Clackamas County, Oregon. The parties agree that jurisdiction and venue for any dispute will be in Clackamas County Circuit Court. The Contract Documents shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws.

...

☐ — Other *(Specify)*

...

§ 6.3 Equitable Relief

...

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. Notwithstanding the foregoing, the Owner may undertake an action pursuant to ORS 30.315, and other equitable relief, including but not limited to restraining order, or injunctive relief without seeking mediation or other binding dispute resolution. Jurisdiction and venue for any equitable relief will be in Clackamas County Circuit Court.

...

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

...

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

PAGE 7

Cumming Management Group, Inc (dba PlanB Consultancy)
696 McVey Avenue, Suite 202, Lake Oswego, OR 97034

...

Emerick Construction Company
7855 SW Mohawk Street
Tualatin, OR 97062

...

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

...

~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, A201™-2017, General Conditions of the Contract of Construction, Article 11, and elsewhere in the Contract Documents.~~

...

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed.

...

§ 8.7 Other provisions:

...

§ 8.7.1 Integration. The Contract Documents contain the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the Owner, within the Owner's sole discretion, will apply.

...

§ 8.7.2 Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

...

§ 8.7.3 No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the Owner.

PAGE 8

§ 8.7.4 Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

...

~~as otherwise set forth below:~~ **§ 8.7.5 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

...

§ 8.7.6

...

~~(If other than~~ **§ 8.7.7 Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

...

§ 8.7.8 Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

...

§ 8.7.9 Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

...

§ 8.7.10 Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

...

~~in accordance with AIA Document E203-2013, insert requirements~~ **§ 8.7.11 Delivery of Notices.** Any Notice(s) required or permitted under the Contract Documents shall be deemed received when delivered in person, delivered by electronic mail, or seventy-two (72) hours after deposit with the United States Postal Service.

...

§ 8.7.12 Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

...

§ 8.7.13 Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

...

§ 8.7.14 Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the Owner "sole discretion" or the Owner is allowed to make a decision in its "sole judgment."

PAGE 9

~~for delivering notice in electronic format~~ **§ 8.7.15 Force Majeure.** Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work. In the case of the happening of any Force Majeure event, the time for completion of the

Work will be extended accordingly and proportionately by the Owner, in writing. Poor weather conditions, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

...

such as name, title, and email address **§ 8.7.16 Other Necessary Acts.** Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

...

of the recipient and whether and how **§ 8.7.17 Interpretation.** As a further condition of this Contract, the Owner and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

...

the system will be required **§ 8.7.18 Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning given to them in the Contract Documents.

...

to generate a read receipt for the transmission. **§ 8.7.19 Pursuant to ORS 279C.525, the following is a list (possibly non-inclusive) of federal, state, and local agencies of which the Owner knows have enacted ordinances, rules, or regulations relating to the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:**

1. Federal Agencies: Army Corps of Engineers; Federal Highway Administration; National Marine Fisheries Service; Department of Labor; Environmental Protection Agency; Federal Energy Regulatory Commission; Geological Survey; Occupation Safety & Health Administration; U.S. Fish and Wildlife Service; and Department of Transportation; Department of Interior; Federal Highway Administration.

...

(b) State Agencies: Oregon Health Authority; Division of State Lands; Land Conservation and Development Commission; Department of Environmental Quality; Department of Fish and Wildlife; Water Resources Department; Oregon Bureau of Labor and Industries; Department of Geology and Mineral Industries; Department of Administrative Services; Department of Energy; Oregon Occupational Safety and Health Division; Water Resources Council, and Business Oregon.

...

© Local Agencies: City of Wilsonville; Clackamas County; Tualatin Valley Fire and Rescue (TVFR).

...

§ 8.7.20 Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

...

§ 8.7.21 Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

...

§ 8.7.22 Authority. Each party signing on behalf of Contractor and the Owner hereby warrants actual authority to bind their respective party.

...

- .4 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~ Architect's standard Electronic Document Release, attached hereto as Exhibit YY.

...

(Insert the date of the ~~E203-2013-EDR~~ incorporated into this Agreement.)

PAGE 10

<u>WPW Permit Set – Arch v2</u>	<u>220715 WPC Permit</u>	<u>07/15/2022</u>
<u>WPW Permit Set – Civil Lands v2</u>	<u>Set Rev1</u>	
<u>WPW Permit Set – Electrical v2</u>		
<u>WPW Permit Set – Mechanical v2</u>		
<u>WPW Permit Set – Plumbing v2</u>		
<u>WPW Permit Set – Structural v2</u>		
<u>WPW Permit Set – Technology v2</u>		

...

<u>Division 00 through & including Division 33</u>	<u>20211026-WPW-Project Manual</u>	<u>04/08/2021</u>	<u>1 through & including 1136</u>
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...

<u>2022-06-30 WPW IEI Bid Clarification Rev Summary</u>	<u>07/15/2022</u>	<u>1 through & including 2</u>
<u>2022-07-14 WPW Response Cover Letter</u>	<u>07/15/2022</u>	<u>1 through & including 7</u>
<u>Addendum No. 1 Public Works Complex RFQ</u>	<u>05/13/2022</u>	<u>1 through & including 2</u>
<u>Addendum No. 2 Public Works Complex RFQ</u>	<u>05/19/2022</u>	<u>1 through & including 2</u>
<u>Addendum No. 3 Public Works Complex</u>	<u>06/17/2022</u>	<u>1 through & including 367</u>
<u>Addendum No. 4 Public Works Complex</u>	<u>06/24/2022</u>	<u>1 through & including 52</u>
<u>Addendum No. 5 Public Works Complex</u>	<u>06/30/2022</u>	<u>1 through & including 161</u>

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Exhibit B – Allowances

...

Exhibit C – 2022-2023 Billable Hourly Rates

...

Exhibit D – 2022-2023 Equipment Rental Rate Sheet

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:53:39 ET on 07/26/2022 under Order No. 2114347800 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)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 1st day of August in the year 2022
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Road, Wilsonville, OR 97070

THE OWNER:
(Name, legal status and address)

City of Wilsonville Public Works Department
30000 SW Town Center Loop East, Wilsonville, OR 97070

THE CONTRACTOR:
(Name, legal status and address)

Emerick Construction
7855 SW Mohawk Street, Tualatin, OR 97062

TABLE OF ARTICLES

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

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

ADDITIONS AND DELETIONS:

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

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

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

Init.

§ A.2.3 Required Property Insurance

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

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

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

Causes of Loss

Sub-Limit

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

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

Coverage

Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

Init.

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

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

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

- ☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

Init.

including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § A.2.5.2 Other Insurance

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

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) each occurrence, Five Million Dollars (\$ 5,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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

Init.

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

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

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

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

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

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

Init.

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

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

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

☐ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

☐ § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

Init.

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum
Payment Bond	\$19,700,000.00
Performance Bond	\$19,700,000.00

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

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Additions and Deletions Report for

AIA® Document A101® – 2017 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:11:36 ET on 07/26/2022.

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This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 1st day of August in the year 2022

...

City of Wilsonville Capital Improvement Project #8113
28601 SW Boberg Road, Wilsonville, OR 97070

...

City of Wilsonville Public Works Department
30000 SW Town Center Loop East, Wilsonville, OR 97070

...

Emerick Construction
7855 SW Mohawk Street, Tualatin, OR 97062

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) each occurrence, Five Million Dollars (\$ 5,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

...

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

...

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

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Type	Penal Sum (\$0.00)
Payment Bond	<u>\$19,700,000.00</u>
Performance Bond	<u>\$19,700,000.00</u>

EXHIBIT B

ALLOWANCES

1. Sheet G0.01 – ALLOWANCE LIST

ALLOWANCES LIST

ALL ITEMS BELOW ARE IN ADDITION TO SCOPE SHOWN IN THESE DOCUMENTS. ALL ITEMS ARE TO BE PROVIDED AND INSTALLED BY THE CONTRACTOR, UNLESS NOTED OTHERWISE. IF THE VALUE OF THE WORK EXCEEDS THE ALLOWANCE, PREPARE A CHANGE ORDER FOR THE DIFFERENCE IN VALUE FOR THE OWNER'S CONSIDERATION PRIOR TO PROCEEDING AT THE OWNER'S DISCRETION. ALLOWANCES NOT USED SHALL BE RETURNED TO THE OWNER IN FULL.

WORK DESCRIPTION

MONETARY ALLOWANCES FOR WORK:

- | | |
|--|--|
| 1. WASH BUILDING C EQUIPMENT NOT OTHERWISE SHOWN: PRESSURE WASHING HOSES, HOSE REELS, PORTABLE VACUUMS, MOBILE PLATFORM LADDER. | 1. \$5,000 |
| 2. INTERNALLY-ILLUMINATED MONUMENT SIGN PER CITY OF WILSONVILLE STANDARDS. | 2. \$15,000 |
| 3. WOOD SHOP EQUIPMENT AND ACCESSORIES INCLUDING BUT NOT LIMITED TO: TABLE SAW, ROUTER TABLE, SANDING STATION, MITER SAW STATION, DRILL PRESS, BAND SAW, PLUMBED AIR COMPRESSOR WITH (2) AIR HOSES ON HOSE REELS. SEE MECHANICAL FOR DUST COLLECTION SYSTEM AND HARD DUCTS WHICH IS OUTSIDE OF THIS ALLOWANCE. ALL EQUIPMENT PROCURED, INSTALLED AND HOOKED UP TO UTILITIES AND DUST CONTROL W/ 5' MAX FLEXIBLE CONNECTIONS BY THE CONTRACTOR, MAIN WOOD WORK EQUIPMENT TO BE INSTALED WITH MOBILE BASES, LAYOUT SHOWN IS CONCEPTUAL; OWNER SHALL PROVIDE INPUT ON FINAL LAYOUT. | 3. No allowance - removed per 00 22 13, 1.2, B |
| 4. WOOD SHOP WORK SURFACES - DESIGN-BUILD UTILIZING 2X4 AND 3/4" PLYWOOD FRAMED CONSTRUCTION, PROVIDE THE FOLLOWING: 4' X 6' OUTFEED TABLE W/ UNDER SHELF ON HD CASTERS, 20 LF OF WORK BENCH W/ UNDER SHELF, MITER SAW STATION WITH ENCLOSED DUST HOOD AT REAR, LUMBER STORAGE RACKING FOR PLYWOOD AND BOARDS, 80 LF FRENCH CLEAT WALL HANGING SYSTEM WITH 15LF UPPER STORAGE CABINETS AND 20LF HEAVY DUTY SHELVING (BRACKETS + PLYWOOD SHELF SURFACES). | 4. \$5,000 |
| 5. SIGN SHOP EQUIPMENT INCLUDING BUT NOT LIMITED TO: 5' X 9' WORK TABLE W/ CASTERS, PRINTER. | 5. \$5,000 |
| 6. PAINT SHOP EQUIPMENT: WORK TABLE W/ CASTERS; FLAMMABLE STORAGE CABINETS FOR PAINT CONTAINERS | 6. \$5,000 |
| 7. BIRD-PROOFING AT BUILDINGS B, C, D, E AND F; NETTING, SHEET METAL AND ACCESSORIES AS NECESSARY TO PROHIBIT NESTING OF BIRDS WITHIN OVERHANGING STRUCTURES. | 7. \$10,000 |
| 8. RADIO ANTENNA DESIGN AND RELATED EQUIPMENT | 8. No allowance - removed per 00 22 13, 1.2, B |

2. 10 14 00, 2.1, B – Wayfinding Signage: \$3,000.00

EXHIBIT C

Billable Hourly Rates

Position	Hourly Rate
Project Executive	\$ 135.00
Estimator	\$ 125.00
Superintendent	\$ 105.00
Project Manager	\$ 100.00
Foreman	\$ 90.00
Scheduler	\$ 90.00
Project Engineer	\$ 75.00
Journeyman Carpenter	\$ 75.00
Carpenter Apprentice	\$ 65.00
Laborer	\$ 60.00

EXHIBIT D Equipment Rental Rate Sheet

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
1/2" Drills	Drill, 1/2"	6302H	139.00	0.95	6.67	26.69
1/2" Drills	Drill, 1/2"		160.00	1.10	7.68	30.72
1/2" Drills	Drill, 1/2"		160.00	1.10	7.68	30.72
1/2" Drills	Drill, 1/2"		99.00	0.68	4.75	19.01
1/2" Drills	Drill, 1/2"	DW235G	99.00	0.68	4.75	19.01
3/8" Drill	Drill, 3/8"	DW110	60.00	0.41	2.88	11.52
3/8" Drill	Drywall Screwgun	DW272	99.00	0.68	4.75	19.01
3/8" Drill	Drywall Screwgun	R6000	60.00	0.41	2.88	11.52
3/8" Drill	Drywall Screwgun	2037	99.00	0.68	4.75	19.01
3/8" Drill	Right Angle Drill	DW160V	150.00	1.03	7.20	28.80
3/8" Drill	Right Angle Drill	DA3000R	260.00	1.78	12.48	49.92
Abatement Fan	Negative Air Machine		1000.00	6.86	48.00	192.00
Abatement Fan	Negative Air Machine	Aeroclean 1800	1000.00	6.86	48.00	192.00
Air Compressor	Air Compressor	D55570	700.00	4.80	33.60	134.40
Air Compressor	Air Compressor	5715MK103-0184	799.00	5.48	38.35	153.41
Air Compressor	Air Compressor	OF50150TS	300.00	2.06	14.40	57.60
Air Compressor	Air Compressor	D55155	350.00	2.40	16.80	67.20
Air Compressor	Air Compressor		700.00	4.80	33.60	134.40
Air Compressor	Air Compressor	D55153	250.00	1.71	12.00	48.00
Air Compressor	Air Compressor		250.00	1.71	12.00	48.00
Air Compressor	Gas Powered Air Compressor	4090HK17	1099.00	7.54	52.75	211.01
Air Hose	100' Air Hose		90.00	0.62	4.32	17.28
Air Hose	50' Air Hose		40.00	0.27	1.92	7.68
Air Tools	1/2" Impact Wrench	DWMT70773L	130.00	0.89	6.24	24.96
Air Tools	3/8" Air Ratchet	DWMT70776L	65.00	0.45	3.12	12.48
Airless Sprayer	Airless Sprayer	Super Nova SP	800.00	5.49	38.40	153.60
Angle Grinder	4 1/2" Angle Grinder	6142-31	99.00	0.68	4.75	19.01
Angle Grinder	4 1/2" Angle Grinder	DW402	85.00	0.58	4.08	16.32
Angle Grinder	4 1/2" Angle Grinder	D28402	85.00	0.58	4.08	16.32
Angle Grinder	4 1/2" Angle Grinder	DW802	115.00	0.79	5.52	22.08
Angle Grinder	4 1/2" Angle Grinder		85.00	0.58	4.08	16.32
Angle Grinder	4 1/2" Angle Grinder	9527NB	70.00	0.48	3.36	13.44
Angle Grinder	4 1/2" Angle Grinder	Ga4530	60.00	0.41	2.88	11.52
Angle Grinder	4 1/2" Angle Grinder	DW818	85.00	0.58	4.08	16.32
Angle Grinder	4 1/2" Angle Grinder, Cordless	XAG04	139.00	0.95	6.67	26.69
Angle Grinder	7 1/4" Angle Grinder	4076	165.00	1.13	7.92	31.68
Baker Scaffold	Baker Scaffold		340.00	2.33	16.32	65.28
Belt Sander	Belt Sander	R2740	100.00	0.69	4.80	19.20
Belt Sander	Belt Sander	DW433	170.00	1.17	8.16	32.64
Blowers	Blowers	358.794963	45.00	0.31	2.16	8.64
Blowers	Blowers	PB250	190.00	1.30	9.12	36.48
Blowers	Blowers	UT26HBV	99.00	0.68	4.75	19.01
Blowers	Blowers	26B	85.00	0.58	4.08	16.32
Blowers	Backpack Blower	PB-580T	329.00	2.26	15.79	63.17
Blowers	Backpack Blower	BP42	219.00	1.50	10.51	42.05
Blowers	Cordless Blower	DCBL790	219.00	1.50	10.51	42.05
Burke Bar	Burke Bar		160.00	1.10	7.68	30.72
Cargo Trailer	Cargo Trailer, 6x12		2700.00	18.51	129.60	518.40
Chain Mortiser	Chain Mortiser	7104L	1989.00	13.64	95.47	381.89
Chain Saw	Chain Saw, Cordless	XCU04	409.00	2.80	19.63	78.53
Chain Saw	Chain Saw, Electric		80.00	0.55	3.84	15.36
Chain Saw	Chain Saw, Electric	UT43103A	75.00	0.51	3.60	14.40
Chain Saw	Chain Saw, Electric	SWJ1701E	100.00	0.69	4.80	19.20
Chain Saw	Chain Saw, Electric	UC4030A	260.00	1.78	12.48	49.92
Chain Saw	Chain Saw, Gas	MS 180 C	249.95	1.71	12.00	47.99

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Chain Saw	Chain Saw, Gas	MS 661 R	1399.95	9.60	67.20	268.79
Circular Fan	36" Circular Fan	36"	585.00	4.01	28.08	112.32
Circular Saw	Beam Saw, 16 5/16"	5402-A	800.00	5.49	38.40	153.60
Circular Saw	Circular Saw - Cordless, 6 1/2"	DCS391	149.00	1.02	7.15	28.61
Circular Saw	Circular Saw - Cordless, 6 1/2"	XSS01Z	120.00	0.82	5.76	23.04
Circular Saw	Circular Saw, 7 1/4"	378G	125.00	0.86	6.00	24.00
Circular Saw	Concrete Saw	SPT79	399.99	2.74	19.20	76.80
Circular Saw	Walk-Behind Concrete Saw (Medusaw)	SPT79	699.99	4.80	33.60	134.40
Circular Saw	Wormdrive Saw, 10 1/4"	BF-SHD77	400.00	2.74	19.20	76.80
Circular Saw	Wormdrive Saw, 10 1/4"	SPT70WM-22	400.00	2.74	19.20	76.80
Circular Saw	Wormdrive Saw, 7 1/4"	HD77	200.00	1.37	9.60	38.40
Circular Saw	Wormdrive Saw, 7 1/4"	SPT77WML	219.99	1.51	10.56	42.24
Circular Saw	Circular Saw - Cordless, 7 1/4"	CSR01Z	199.99	1.37	9.60	38.40
Circular Saw	Wormdrive Saw, 7 1/4"	3051	200.00	1.37	9.60	38.40
Concrete Blankets	Concrete Blankets, Double		110.00	0.75	5.28	21.12
Concrete Blankets	Concrete Blankets, Single		65.00	0.45	3.12	12.48
Concrete Forming Accessories	Bull Float (36" - 48")		125.00	0.86	6.00	24.00
Concrete Forming Accessories	Camlocks		5.22	0.04	0.25	1.00
Concrete Forming Accessories	Concrete Edge Trowel		15.00	0.10	0.72	2.88
Concrete Forming Accessories	Concrete Finish Brooms		33.00	0.23	1.58	6.34
Concrete Forming Accessories	Concrete Finishing Trowel		35.00	0.24	1.68	6.72
Concrete Forming Accessories	Concrete Form Scrapers		33.00	0.23	1.58	6.34
Concrete Forming Accessories	Concrete Muck Rake		22.00	0.15	1.06	4.22
Concrete Forming Accessories	Concrete Sprayer		110.00	0.75	5.28	21.12
Concrete Forming Accessories	Form Aligners		10.50	0.07	0.50	2.02
Concrete Forming Accessories	Fresno (36" - 48")		65.00	0.45	3.12	12.48
Concrete Forming Accessories	Rebar Bending Bar		33.00	0.23	1.58	6.34
Concrete Forming Accessories	Rebar Caps		2.00	0.01	0.10	0.38
Concrete Forming Accessories	Rebar Cutter/Bender		365.00	2.50	17.52	70.08
Concrete Forming Accessories	Scaffold Brackets		20.00	0.14	0.96	3.84
Concrete Forming Accessories	Snap Tie Wedge		2.15	0.01	0.10	0.41
Concrete Forming Accessories	Steel Stakes 12"		1.70	0.01	0.08	0.33
Concrete Forming Accessories	Steel Stakes 18"		1.95	0.01	0.09	0.37
Concrete Forming Accessories	Steel Stakes 24"		2.60	0.02	0.12	0.50
Concrete Forming Accessories	Steel Stakes 30"		3.20	0.02	0.15	0.61
Concrete Forming Accessories	Steel Stakes 36"		3.95	0.03	0.19	0.76
Concrete Forming Accessories	Steel Stakes 48"		4.40	0.03	0.21	0.84
Concrete Forming Accessories	Strong Back Clamps		8.45	0.06	0.41	1.62
Concrete Forming Accessories	Jahn-A		5.00	0.03	0.24	0.96
Concrete Mixer	3.5 cu. Ft. 3/4 HP Concrete Mixer	350DD	425.00	2.91	20.40	81.60
Concrete Planer	Concrete Planer	PC1100	900.00	6.17	43.20	172.80
Concrete Planer	Concrete Surface Grinder	CSG15	359.00	2.46	17.23	68.93
Concrete Vibrator	Concrete Backpack Vibrator (Gas)	BP-50a	1870.00	6.41	44.88	179.52
Concrete Vibrator	Concrete Vibrator		2500.00	8.57	60.00	240.00
Concrete Vibrator	Concrete Vibrator		2500.00	8.57	60.00	240.00
Concrete Vibrator	Concrete Vibrator		2500.00	8.57	60.00	240.00
Concrete Vibrator	Concrete Vibrator		2500.00	8.57	60.00	240.00
Concrete Vibrator	Concrete Vibrator		2500.00	8.57	60.00	240.00
Concrete Vibrator	Concrete Vibrator	2.4oz	830.00	5.69	39.84	159.36
Concrete Vibrator	Concrete Vibrator		2500.00	8.57	60.00	240.00
Concrete Vibrator	High Cycle Concrete Vibrator	FXA50A6	1664.95	11.42	79.92	319.67
Construction Cameras	12MP, Fixed	ST-HB-MVP	3500.00	6.96	48.75	195.00
Cordless Drills	Cordless Drills	DCD980	150.00	1.03	7.20	28.80
Cordless Drills	Cordless Drills	BDF451, BHP454	100.00	0.69	4.80	19.20
Cordless Drills	Cordless Drills	BFD452	100.00	0.69	4.80	19.20
Cordless Drills	Cordless Drills	LXPH01, XPH01	100.00	0.69	4.80	19.20
Cordless Drills	Cordless Drills	XPH07Z	149.00	1.02	7.15	28.61
Cordless Epoxy Guns	Cordless Epoxy Gun		185.00	1.27	8.88	35.52
Cordless Epoxy Guns	Cordless Epoxy Gun	HDE 500	489.00	3.35	23.47	93.89
Cordless Impact	Cordless Impact	SID 18-A	169.00	1.16	8.11	32.45

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Cordless Impact	Cordless Impact	DC825	100.00	0.69	4.80	19.20
Cordless Impact	Cordless Impact	XDT042	100.00	0.69	4.80	19.20
Cordless Impact	Cordless Impact, 90 Degree	XLT01Z	179.00	1.23	8.59	34.37
Cut Off Saw	Concrete Saw	DCH 230 01	1160.00	7.95	55.68	222.72
Cut Off Saw	Cut Off Saw	TS420	1000.00	6.86	48.00	192.00
Cut Off Saw	Cut Off Saw	EK7301	900.00	6.17	43.20	172.80
Cut Off Saw	Cutting Edge Saw	BNCE-20	300.00	2.06	14.40	57.60
Cut Off Saw	Pneumatic Rebar Cutter	DC-20WH	1549.00	10.62	74.35	297.41
Cutting Torch	Cutting Torch Handle	315C	165.00	1.13	7.92	31.68
Delineators	Delineators		22.00	0.15	1.06	4.22
Drill Accessories	Cordless Dust Extractor System	GDE18v-26DB15	169.00	1.16	8.11	32.45
Drill Accessories	Drilling Station	BST 650S	985.00	6.75	47.28	189.12
Drill Accessories	Right Angle Drill Attachment	TE-AC1	420.00	2.88	20.16	80.64
Drill Accessories	Right Angle Drill Attachment	TE-AC	420.00	2.88	20.16	80.64
Drill Accessories	Subfloor Fastening System	Pro300S	380.00	2.61	18.24	72.96
Drill Accessories	Subfloor Fastening System	Pro250	360.00	2.47	17.28	69.12
Drill Accessories	Subfloor Fastening System	ProSDD	410.00	2.81	19.68	78.72
Drywall Cart	Drywall Cart		250.00	1.71	12.00	48.00
Extension Cord	Extension Cord, 100'		100.00	0.69	4.80	19.20
Extension Cord	Extension Cord, 50'		50.00	0.34	2.40	9.60
Extension Ladder	Extension Ladder, 16'	Sumo Stance, 16'	335.00	1.65	11.52	46.08
Extension Ladder	Extension Ladder, 16'		240.00	1.65	11.52	46.08
Extension Ladder	Extension Ladder, 20'	Lunar, 20'	450.00	1.71	12.00	48.00
Extension Ladder	Extension Ladder, 20'		250.00	1.71	12.00	48.00
Extension Ladder	Extension Ladder, 24'		270.00	1.85	12.96	51.84
Extension Ladder	Extension Ladder, 24'	Sumo Stance, 24'	895.00	1.85	12.96	51.84
Extension Ladder	Extension Ladder, 24'	Lunar, 24'	535.00	1.85	12.96	51.84
Extension Ladder	Extension Ladder, 28'	Sumo Stance, 28'	1325.00	2.30	16.08	64.32
Extension Ladder	Extension Ladder, 28'		335.00	2.30	16.08	64.32
Extension Ladder	Extension Ladder, 28'	Lunar, 28'	655.00	2.30	16.08	64.32
Extension Ladder	Extension Ladder, 32'		375.00	2.57	18.00	72.00
Fans	Circular Fan	AM25500	200.00	1.37	9.60	38.40
Fans	Circular Fan	9639-12	400.00	2.74	19.20	76.80
Fire Extinguisher	Fire Extinguisher		100.00	0.69	4.80	19.20
Forklift	Forklift	585E	15000.00	102.86	720.00	2880.00
Forklift	Forklift, 8K	MTA8044	103955.00	71.43	500.00	2000.00
Forklift	Forklift, 10K	MTA10055	137500.00	107.14	750.00	3000.00
Forklift	Industrial Forklift	GLC050	12500.00	85.71	600.00	2400.00
Garden Hose	Garden Hose, 100'		50.00	0.34	2.40	9.60
Gas Cans	Gas Can, 1 gal		46.00	0.32	2.21	8.83
Gas Cans	Gas Can, 5 gal		60.00	0.41	2.88	11.52
Generator	Generator	3000X	1500.00	10.29	72.00	288.00
Generator	Generator	EB6500X	2750.00	18.86	132.00	528.00
Generator	Generator	2500	300.00	2.06	14.40	57.60
Generator	Generator	EB5000X	2280.00	15.63	109.44	437.76
Generator	High Cycle Generator	MQGDP-5HA	4238.90	22.36	156.51	626.05
GFCI Protectors	GFCI Protector, 3-Way		67.00	0.46	3.22	12.86
GFCI Protectors	GFCI Protector, Single		45.00	0.31	2.16	8.64
Grip Hoists	Grip Hoist	TU-32	2900.00	19.89	139.20	556.80
Hammer Drills	Hammer Drill, 1/2"		100.00	0.69	4.80	19.20
Hammer Drills	Hammer Drill, 1/2"	UH650	119.00	0.82	5.71	22.85
Hammer Drills	Hammer Drill, 1/2"	UH700	119.00	0.82	5.71	22.85
Harness	6' Lanyard, Double		150.00	1.03	7.20	28.80
Harness	6' Lanyard, Single		50.00	0.34	2.40	9.60
Harness	D-Ring Extension, 18"		40.00	0.27	1.92	7.68
Harness	Harness		150.00	1.03	7.20	28.80
Heat guns	Heat gun	750	110.00	0.75	5.28	21.12
Heat guns	Heat gun	HT1000	20.00	0.14	0.96	3.84
Heat guns	Heat gun	HG500	30.00	0.21	1.44	5.76
Heat guns	Heat gun	Furno 750	70.00	0.48	3.36	13.44

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Heaters	Electric Coil Heater, 240v	PKB2410-1	775.00	5.31	37.20	148.80
Heaters	Indirect Fired Heater, 350K BTU	OHV-350-II	2500.00	17.14	120.00	480.00
Heaters	Indirect Fired Heater, 350K BTU	IDF-350 LP/NG	4432.00	30.39	212.74	850.94
Heaters	Indirect Fired Heater, 500K BTU	IDF-500 LP/NG	5043.00	34.58	242.06	968.26
Hedge Trimmer	Cordless Hedge Trimmer	DCHT860	229.00	1.57	10.99	43.97
Hole Hawg Drills	1/2" Right Angle Drill		279.00	1.91	13.39	53.57
Hole Hawg Drills	Hole Hawg Drill	1610	250.00	1.71	12.00	48.00
Hole Hawg Drills	Hole Hawg Drill	1680-20	350.00	2.40	16.80	67.20
Hole Hawg Drills	Hole Hawg Drill	1675	300.00	2.06	14.40	57.60
Hole Hawg Drills	Hole Hawg Drill		300.00	2.06	14.40	57.60
Impact Wrench	1/2" Impact Wrench, Cordless	XWT11	189.00	1.30	9.07	36.29
Impact Wrench	1/2" Impact Wrench, Cordless (High Torque)	XWT08	240.00	1.65	11.52	46.08
Impact Wrench	Impact Wrench, 1/2"	DW290/292	160.00	1.10	7.68	30.72
Impact Wrench	Impact Wrench, 1/2"	9070	169.00	1.16	8.11	32.45
Impact Wrench	Impact Wrench, 1/2"	TW0350	190.00	1.30	9.12	36.48
Jackhammers	Electric Jack Hammer	TE1500	2419.00	16.59	116.11	464.45
Jackhammers	Electric Jack Hammer	HM1214c	1025.00	7.03	49.20	196.80
Jackhammers	Electric Jack Hammer	1810	1700.00	11.66	81.60	326.40
Jackhammers	Electric Jack Hammer		1500.00	10.29	72.00	288.00
Jigsaw	Cordless Jig Saw	CDS331	149.00	1.02	7.15	28.61
Jigsaw	Jig Saw	DW317	99.00	0.68	4.75	19.01
Jigsaw	Jigsaw		160.00	1.10	7.68	30.72
Jigsaw	Jigsaw	JS481LG	39.97	0.27	1.92	7.67
Jigsaw	Jigsaw		160.00	1.10	7.68	30.72
Jigsaw	Jigsaw	JS451L	60.00	0.41	2.88	11.52
Ladder Walk Through	Ladder Walk Through		205.00	1.41	9.84	39.36
Lawn/Garden	1-Man Auger with Bit	Y43Z08	250.00	1.71	12.00	48.00
Lawn/Garden	Cordless String Trimmer	DCST990	297.00	2.04	14.26	57.02
Lawn/Garden	Weed Eater	FS130R	400.00	2.74	19.20	76.80
Lawn/Garden	Zero-Turn Lawn Mower	Maverick 6000	6399.00	43.88	307.15	1228.61
Lifting Straps	Cross Arm Strap, 10'/12'		67.00	0.46	3.22	12.86
Lifting Straps	Cross Arm Strap, 3'		38.00	0.26	1.82	7.30
Lifting Straps	Cross Arm Strap, 6'		45.00	0.31	2.16	8.64
Lifting Straps	Electric Winch, Corded	885000	245.00	1.68	11.76	47.04
Lifting Straps	Electric Winch, Cordless	885005	449.00	3.08	21.55	86.21
Lifting Straps	Round Sling, 10'		50.00	0.34	2.40	9.60
Lifting Straps	Round Sling, 16'		80.00	0.55	3.84	15.36
Lifting Straps	Round Sling, 20'		100.00	0.69	4.80	19.20
Lifting Straps	Shackles, 3/4"		35.00	0.24	1.68	6.72
Lifting Straps	Web Sling, 16'		98.00	0.67	4.70	18.82
Lifting Straps	Web Sling, 20'		120.00	0.82	5.76	23.04
Magnetic Drills	Mag Drill	4206	1250.00	8.57	60.00	240.00
Magnetic Drills	Mag Drill	HMD904	1250.00	8.57	60.00	240.00
Metal Miter Saw	Metal Miter Saw	R4141	200.00	1.37	9.60	38.40
Metal Miter Saw	Metal Miter Saw	DW872	450.00	3.09	21.60	86.40
Metal Miter Saw	Metal Miter Saw	DW872	450.00	3.09	21.60	86.40
Metal Miter Saw	Metal Miter Saw		450.00	3.09	21.60	86.40
Miscellaneous Hand Tools	Fence Post Driver		75.00	0.51	3.60	14.40
Miscellaneous Hand Tools	Floor Scraper		30.00	0.21	1.44	5.76
Miscellaneous Hand Tools	Pick Axe		35.00	0.24	1.68	6.72
Miscellaneous Hand Tools	Post Hole Digger		45.00	0.31	2.16	8.64
Miscellaneous Hand Tools	Push Broom		30.00	0.21	1.44	5.76
Miscellaneous Hand Tools	Roof Shingle Shovel		30.00	0.21	1.44	5.76
Miscellaneous Hand Tools	Round Shovel		30.00	0.21	1.44	5.76
Miscellaneous Hand Tools	Scoop Shovel		50.00	0.34	2.40	9.60
Miscellaneous Hand Tools	Sledge Hammer		40.00	0.27	1.92	7.68
Miscellaneous Hand Tools	Square Shovel		30.00	0.21	1.44	5.76
Miscellaneous Items	12" Beam Cutter Attachment	PR-2700	160.00	1.10	7.68	30.72
Miscellaneous Items	EZ Shear Stand	MSS-709	189.95	1.30	9.12	36.47
Miscellaneous Items	Metal Nibbler, 16ga	6890	569.00	3.90	27.31	109.25

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Miscellaneous Items	Multi Tool	MM45	129.00	0.88	6.19	24.77
Miscellaneous Items	Multi Tool	TM3010CX1	159.00	1.09	7.63	30.53
Miscellaneous Items	Multi Tool, Cordless	XMT03Z	119.00	0.82	5.71	22.85
Miscellaneous Items	Siding Shear	SST-220	549.00	3.76	26.35	105.41
Miter Saw	Compound Miter Saw, 12"	DW715	349.00	2.39	16.75	67.01
Miter Saw	Compound Sliding Miter Saw, 12"	DWS709	399.00	2.74	19.15	76.61
Miter Saw	Compound Sliding Miter Saw, 12"	DWS780	600.00	4.11	28.80	115.20
Miter Saw	Miter Saw Stand	DW7232	200.00	1.37	9.60	38.40
Moisture Testing	Concrete Moisture Test Tool	Rapid RH 5.0	795.00	5.45	38.16	152.64
Moisture Testing	Moisture Meter (CMU)	CMEXII	563.00	3.86	27.02	108.10
Nailers	Brad Nailer	H8235	59.99	0.41	2.88	11.52
Nailers	Brad Nailer	FinishPro 25	189.95	1.30	9.12	36.47
Nailers	Brad Nailer	R213BNA	100.00	0.69	4.80	19.20
Nailers	Brad Nailer	DWFP12233	100.00	0.69	4.80	19.20
Nailers	Brad Nailer	DWFP71917	150.00	1.03	7.20	28.80
Nailers	Brad Nailer, Cordless	DCN680	260.00	1.78	12.48	49.92
Nailers	Brad Nailer, Cordless	XN801Z	279.95	1.92	13.44	53.75
Nailers	Coil Nailer	65AH2	369.99	2.54	17.76	71.04
Nailers	Coil Nailer	RCN-60-225	400.00	2.74	19.20	76.80
Nailers	Coil Nailer	IN-124	400.00	2.74	19.20	76.80
Nailers	Cordless Framing Nailer	DCN692	319.00	2.19	15.31	61.25
Nailers	Finish Nailer	NT65MA4	160.00	1.10	7.68	30.72
Nailers	Finish Nailer	FinishPro 35	175.00	1.20	8.40	33.60
Nailers	Finish Nailer		125.00	0.86	6.00	24.00
Nailers	Framing Nailer	LPF21PL	210.00	1.44	10.08	40.32
Nailers	Framing Nailer	CN-350/B	329.00	2.26	15.79	63.17
Nailers	Framing Nailer	NR65AK	505.00	3.46	24.24	96.96
Nailers	Framing Nailer	NR90AEC5	349.00	2.39	16.75	67.01
Nailers	Framing Nailer	NR90AEPR	216.49	1.48	10.39	41.57
Nailers	Framing Nailer	NR83A2	385.00	2.64	18.48	73.92
Nailers	Framing Nailer	AN923	250.00	1.71	12.00	48.00
Nailers	Framing Nailer	DS1845	269.00	1.84	12.91	51.65
Nailers	Framing Nailer	NSP350F2	329.00	2.26	15.79	63.17
Nailers	Framing Nailer	JoistPro 250XP	265.00	1.82	12.72	50.88
Nailers	Framing Nailer	MCN250	359.00	2.46	17.23	68.93
Nailers	Framing Nailer		329.00	2.26	15.79	63.17
Nailers	Framing Nailer	H8235	200.00	1.37	9.60	38.40
Nailers	Joist Hanger Nailer	RNS150-11	200.00	1.37	9.60	38.40
Nailers	Micro Pinner	NF235A	199.00	1.36	9.55	38.21
Nailers	Palm Nailer	PC0781	83.00	0.57	3.98	15.94
Nailers	Palm Nailer		60.00	0.41	2.88	11.52
Nailers	Palm Nailer	PN100	100.00	0.69	4.80	19.20
Nailers	Roofing Nailer	AN453	229.00	1.57	10.99	43.97
Office Furniture	File Cabinet, 2-drawer		75.00	0.51	3.60	14.40
Office Furniture	File Cabinet, 4-drawer		185.00	1.27	8.88	35.52
Office Furniture	Folding Chairs		20.00	0.14	0.96	3.84
Office Furniture	Folding Table, 6ft		50.00	0.34	2.40	9.60
Pallet Jacks	Pallet Jack		700.00	4.80	33.60	134.40
Palm Sander	Palm Sander	D6420	60.00	0.41	2.88	11.52
Palm Sander	Palm Sander	D26441	50.00	0.34	2.40	9.60
Palm Sander	Palm Sander	R2601	60.00	0.41	2.88	11.52
Palm Sander	Palm Sander	bo4556	49.98	0.34	2.40	9.60
Planers	Wood Planer	1100	550.00	3.77	26.40	105.60
Planers	Planer, 3 1/4"	KP0800	159.00	1.09	7.63	30.53
Plate Joiners	Plate Joiner	DW682	169.00	1.16	8.11	32.45
Portaband Saw	Portaband Saw		300.00	2.06	14.40	57.60
Portaband Saw	Portaband Saw, Cordless	2729-20	329.00	2.26	15.79	63.17
Power Activated	Powder Activated Tool	DX 460 SM	1349.00	9.25	64.75	259.01
Power Activated	Power Activated Tool	TF1200	500.00	3.43	24.00	96.00
Power Activated	Power Activated Tool	Cobra	229.00	1.57	10.99	43.97

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Power Activated	Ramset Stud Gun	SA270	595.00	4.08	28.56	114.24
Pressure Washers	Pressure Washer	G-Force II 2370 DD	579.00	3.97	27.79	111.17
Pressure Washers	Pressure Washer	DXPW3425	600.00	4.11	28.80	115.20
Pressure Washers	Pressure Washer	Liberty	1600.00	10.97	76.80	307.20
Pressure Washers	Pressure Washer		600.00	4.11	28.80	115.20
Pressure Washers	Pressure Washer		2250.00	15.43	108.00	432.00
Pressure Washers	Pressure Washer	B4013HCS	1600.00	10.97	76.80	307.20
Pressure Washers	Surface Scrubber, 16"	Whirl-A-Way	359.95	2.47	17.28	69.11
Retractable Safety Line	30' Retractable Safety Line		1000.00	6.86	48.00	192.00
Retractable Safety Line	30' Retractable Safety Line	RLS30S	1000.00	6.86	48.00	192.00
Retractable Safety Line	50' Retractable Safety Line	RLS50G	1200.00	8.23	57.60	230.40
Roof Tie Off Points	Hinged Roof Tie Off Points		34.00	0.23	1.63	6.53
Roof Tie Off Points	Parapet Wall Anchor	15170	145.00	0.99	6.96	27.84
Roof Tie Off Points	Quick Release Concrete Anchor		125.00	0.86	6.00	24.00
Roof Tie Off Points	Screw Down Roof Tie Off Points		20.00	0.14	0.96	3.84
Rope Grab	Rope Grab		70.00	0.48	3.36	13.44
Roto Hammer	Roto Hammer	TE-55/56/60	1300.00	8.91	62.40	249.60
Roto Hammer	Roto Hammer	HR2475	200.00	1.37	9.60	38.40
Roto Hammer	Roto Hammer	HR4010C	780.00	5.35	37.44	149.76
Roto Hammer	Roto Hammer	TE-6/7	489.00	3.35	23.47	93.89
Roto Hammer	Roto Hammer	D25262K	200.00	1.37	9.60	38.40
Roto Hammer	Roto Hammer	RH540M	429.99	2.95	20.64	82.56
Roto Hammer	Roto Hammer, Cordless	GBH18v-26K	549.00	3.76	26.35	105.41
Roto Hammer	Roto Hammer, Cordless	TE-6/7/16	979.00	6.71	46.99	187.97
Roto Hammer	Roto Hammer, Cordless	XRH04Z	170.00	1.17	8.16	32.64
Roto Hammer	Roto Hammer, Cordless	XRH08PTW	689.00	4.72	33.07	132.29
Roto Hammer	Roto Hammer	11264EVS	549.00	3.76	26.35	105.41
Roto Hammer	Roto Hammer	TE 1500-AVR	1500.00	10.29	72.00	288.00
Router	Drywall Router	DR01-1100	70.00	0.48	3.36	13.44
Router	Laminate Trimmer	TR45K	100.00	0.69	4.80	19.20
Router	Router	DW618	215.00	1.47	10.32	41.28
Router	Router	6902	165.00	1.13	7.92	31.68
Saw Horses	Saw Horses (Set of 4)	TS-35	100.00	0.69	4.80	19.20
Sawzall	Sawzall	JR3070C	199.00	1.36	9.55	38.21
Sawzall	Sawzall	DW309	100.00	0.69	4.80	19.20
Sawzall	Sawzall	WSR-1250	509.00	0.89	6.24	24.96
Sawzall	Sawzall	DW309	100.00	0.69	4.80	19.20
Sawzall	Sawzall		120.00	0.82	5.76	23.04
Sawzall	Sawzall	RS325	129.00	0.88	6.19	24.77
Sawzall	Sawzall	DWD310/DWD311	129.99	0.89	6.24	24.96
Sawzall	Sawzall, Cordless	DCS380	99.00	0.68	4.75	19.01
Sawzall	Sawzall, Cordless	XRJ02	100.00	0.69	4.80	19.20
Shears	Electric Shears	6850	170.00	1.17	8.16	32.64
Shears	Electric Shears	SS404	279.00	1.91	13.39	53.57
Shears	Electric Shears	DW890	170.00	1.17	8.16	32.64
Shears	Electric Shears	D28605	215.00	1.47	10.32	41.28
Shop Vacs	HEPA Vac	DWV010	300.00	2.06	14.40	57.60
Shop Vacs	HEPA Vac	VAC090A	500.00	3.43	24.00	96.00
Shop Vacs	HEPA Vac	VC 20-U	929.00	6.37	44.59	178.37
Shop Vacs	Shop Vacs		110.00	0.75	5.28	21.12
Shop Vacs	Shop Vacs	WD1450	100.00	0.69	4.80	19.20
Shop Vacs	Shop Vacs	WD06070	49.97	0.34	2.40	9.59
Site Utility Vehicles	570, Full Size	Ranger	10600.00	17.86	125.00	500.00
Staplers	Crown Stapler	BW6532	195.00	1.34	9.36	37.44
Staplers	Crown Stapler	SNS200XP	210.00	1.44	10.08	40.32
Staplers	Crown Stapler	NS150C	90.00	0.62	4.32	17.28
Staplers	Crown Stapler	SNS40	180.00	1.23	8.64	34.56
Steel Hopper	Self Dumping Steel Hopper		1100.00	7.54	52.80	211.20
Step Ladders	Step Ladder, 10'		225.00	1.54	10.80	43.20
Step Ladders	Step Ladder, 12'		265.00	1.82	12.72	50.88

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Step Ladders	Step Ladder, 4'		105.00	0.72	5.04	20.16
Step Ladders	Step Ladder, 6'		140.00	0.96	6.72	26.88
Step Ladders	Step Ladder, 8'		175.00	1.20	8.40	33.60
Stop/Slow Paddles	Stop/Slow Paddles		30.00	0.21	1.44	5.76
Suction Cups	Glass Suction Cups		75.00	0.51	3.60	14.40
Survey & Measuring Equipment	Builders Level	AL-M5C	500.00	3.43	24.00	96.00
Survey & Measuring Equipment	Builders Level	C32	1150.00	7.89	55.20	220.80
Survey & Measuring Equipment	Builders Level	C330	1150.00	7.89	55.20	220.80
Survey & Measuring Equipment	Builders Level	AT-B3A	615.00	4.22	29.52	118.08
Survey & Measuring Equipment	Data Collector	FC-6000	3000.00	3.96	27.69	110.77
Survey & Measuring Equipment	Laser Eye	M-1177	300.00	2.06	14.40	57.60
Survey & Measuring Equipment	Laser Eye	LS-70C	195.00	1.34	9.36	37.44
Survey & Measuring Equipment	Laser Eye	1275	300.00	2.06	14.40	57.60
Survey & Measuring Equipment	Laser Level	CL2	109.00	0.75	5.23	20.93
Survey & Measuring Equipment	Layout Navigator	LN-150	20000.00	17.93	125.54	502.15
Survey & Measuring Equipment	Pocket Laser	PMP-45	539.00	3.70	25.87	103.49
Survey & Measuring Equipment	Pocket Laser	PM24	339.00	2.32	16.27	65.09
Survey & Measuring Equipment	Pocket Laser	GCL 2-160 S	179.00	1.23	8.59	34.37
Survey & Measuring Equipment	Pocket Laser	ILM-XT	278.00	1.91	13.34	53.38
Survey & Measuring Equipment	Pocket Laser	PMP-34	339.00	2.32	16.27	65.09
Survey & Measuring Equipment	Pocket Laser	GPL3	109.00	0.75	5.23	20.93
Survey & Measuring Equipment	Pocket Laser	GCL100-8	389.00	2.67	18.67	74.69
Survey & Measuring Equipment	Rinker Rod, 6'		55.00	0.38	2.64	10.56
Survey & Measuring Equipment	Rotating Laser	RL-H3C	715.00	4.90	34.32	137.28
Survey & Measuring Equipment	Rotating Laser	LP30	715.00	4.90	34.32	137.28
Survey & Measuring Equipment	Rotating Laser	LL500	1100.00	7.54	52.80	211.20
Survey & Measuring Equipment	Rotating Laser	L-200	850.00	5.83	40.80	163.20
Survey & Measuring Equipment	Rotating Laser	LB-9	715.00	4.90	34.32	137.28
Survey & Measuring Equipment	Total Station	GTS-313	5170.00	17.73	124.08	496.32
Survey & Measuring Equipment	Transit Level	DT-209	2700.00	9.26	64.80	259.20
Survey & Measuring Equipment	Transit Level	DT-6	4000.00	13.71	96.00	384.00
Survey & Measuring Equipment	Transpointer	PX-10	769.00	5.27	36.91	147.65
Table Saw	Table Saw, 10"	DW744	300.00	2.06	14.40	57.60
Table Saw	Table Saw, 10"	DWE7490	500.00	3.43	24.00	96.00
Table Saw	Rolling Table Saw Stand	DW7440R	150.00	1.03	7.20	28.80
Table Saw	Table Saw Stand	DW7451	80.00	0.55	3.84	15.36
Temporary Lighting	Halogen Stand Lights, Dual		55.00	0.38	2.64	10.56
Temporary Lighting	Halogen Stand Lights, Single		25.00	0.17	1.20	4.80
Temporary Lighting	LED Stand Light, Dual	K40070	99.97	0.69	4.80	19.19
Temporary Lighting	LED Stand Light, Single	K40066	29.97	0.21	1.44	5.75
Temporary Lighting	LED Bay Lights		140.00	0.96	6.72	26.88
Temporary Lighting	Light Strings, 100'		190.00	1.30	9.12	36.48
Temporary Lighting	Wobble Lights		200.00	1.37	9.60	38.40
Temporary Power Accessories	Temporary Power Cord Pigtail		200.00	1.37	9.60	38.40
Temporary Power Accessories	Temporary Power Cord Y-Adapter		190.00	1.30	9.12	36.48
Temporary Power Box	Temporary Power Box		400.00	2.74	19.20	76.80
Temporary Power Cord	Temporary Power Cord, 100'		350.00	2.40	16.80	67.20
Temporary Power Cord	Temporary Power Cord, 50'		250.00	1.71	12.00	48.00
Tool Box	Compact Field Office	7060-CFO	1850.00	6.34	44.40	177.60
Tool Box	Tool Box, Large		1815.00	6.22	43.56	174.24
Tool Box	Tool Box, Medium		1050.00	3.60	25.20	100.80
Tool Box	Tool Box, Small		692.00	2.37	16.61	66.43
Tool Cart	Tool Cart		195.00	1.34	9.36	37.44
Tools In SPG Shop	15" Planer	G1021Z	2750.00	18.86	132.00	528.00
Tools In SPG Shop	8" Jointer	G1018	1000.00	6.86	48.00	192.00
Tools In SPG Shop	Air Compressor	2475N5	2961.00	20.30	142.13	568.51
Tools In SPG Shop	Compound Miter Saw, 12"	DWS780	600.00	4.11	28.80	115.20
Tools In SPG Shop	Dowel Press	OR-1458	600.00	4.11	28.80	115.20
Tools In SPG Shop	Drill Press	0005	400.00	2.74	19.20	76.80
Tools In SPG Shop	Dust Collection Vacuum	075-3	1300.00	8.91	62.40	249.60

Category	Item Description	Model	Base Value	Daily Rate*	Weekly Rate*	Monthly Rate*
Tools In SPG Shop	Line Boring Machine	R113	2200.00	15.09	105.60	422.40
Tools In SPG Shop	Oscillating Spindle Sander	113.225906	300.00	2.06	14.40	57.60
Tools In SPG Shop	Panel Router	145	4500.00	30.86	216.00	864.00
Tools In SPG Shop	Table Saw	66	2100.00	14.40	100.80	403.20
Tools In SPG Shop	Table Saw	66-TA SAW	3775.00	25.89	181.20	724.80
Tools In SPG Shop	Thin Line Bench Grinder	Unknown	80.00	0.55	3.84	15.36
Tools In SPG Shop	Tool Box, Large		1815.00	12.45	87.12	348.48
Torque Wrench	Torque Wrench, 1/2"		80.00	0.55	3.84	15.36
Torque Wrench	Torque Wrench, 1/2"		80.00	0.55	3.84	15.36
Trash Can	Trash Can	Brute	30.00	0.21	1.44	5.76
Trash Cart	Trash Cart, 1cy		745.00	5.11	35.76	143.04
Trash Cart	Trash Cart, 3cy		1750.00	12.00	84.00	336.00
Trucks	1 Ton, Dump Bed	F-450	17500.00	120.00	840.00	3360.00
Upright Vacuum	Upright Vacuum		150.00	1.03	7.20	28.80
Water Pumps	2" Submersible Pump		350.00	2.40	16.80	67.20
Water Pumps	2" Submersible Pump		350.00	2.40	16.80	67.20
Water Pumps	2" Water Pumps		150.00	1.03	7.20	28.80
Water Pumps	2" Water Pumps		350.00	2.40	16.80	67.20
Water Pumps	4" Trash Pump		600.00	4.11	28.80	115.20
Water Pumps	Discharge Hose, 2"x100'	2"x100'	62.00	0.43	2.98	11.90
Water Pumps	Discharge Hose, 2"x50'	2"x50'	35.00	0.24	1.68	6.72
Water Pumps	Discharge Hose, 3"x100'	3"x100'	116.00	0.80	5.57	22.27
Water Pumps	Garden Hose Pump	SUP54-HD	94.98	0.65	4.56	18.24
Water Pumps	Garden Hose Pump		119.00	0.82	5.71	22.85
Water Pumps	Sump Pump	DT-2037	350.00	2.40	16.80	67.20
Water Pumps	Water Pump	Water Pump	150.00	1.03	7.20	28.80
Water Pumps	Water Pump	Water Pump	150.00	1.03	7.20	28.80
Welders	Plasma Cutter with built in Air	PCH-10	1250.00	8.57	60.00	240.00
Welders	Welder	Migmaster 250	850.00	5.83	40.80	163.20
Welders	Welder	Millermatic 140	769.00	5.27	36.91	147.65
Welders	Welder	AC-225-S	309.00	2.12	14.83	59.33
Welders	Wire Welder	Wire Welder	769.00	5.27	36.91	147.65
Wheelbarrow	Wheelbarrow	barrow	145.00	0.99	6.96	27.84
Phone	Phone		700	1.20	8.40	33.60
Computer/Tablet/Peripherals	Surface/Computer		2500	4.29	30.00	120.00
Computer/Tablet/Peripherals	iPad		600	1.03	7.20	28.80
Computer/Tablet/Peripherals	Printer		300	0.51	3.60	14.40
Computer/Tablet/Peripherals	Wireless Card		200	0.34	2.40	9.60