



Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

March 27, 2018

**Allies & Ross Management and Development Corporation
IFB#2017-23 –E-P-M Rebid
New Construction of Northview Midrise Rebid**

ADDENDUM NO. 4

This addendum issued March 27, 2018 becomes in its entirety a part of the Invitation for Bid IFB#2017-23Rebid as is fully set forth herein:

Item 1: Q: Item 8 - How many bedrooms are in each unit? This impacts our provisions for temporary heating and cooling.

A: See attachment M.04 for a depiction of Building Numbers 13, 14 and 15. See attachment M.38 for the number of bedrooms in Building Numbers 13, 14 and 15. (Attachment A4-1)

Item 2: Q: Per addendum #2 the electrical contractor is no longer to provide access control hardware and devices. Does this include the Yale Accentra cloud based control software and licenses? Does this include all credential updaters as well?

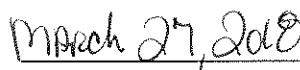
A: Correct, the General Contractor will provide and install the access control hardware and devices, including software and credential updaters. The Electrical Contractor is responsible for providing the hard wired data and electrical connections to the devices, where required.

Item 3: Please see revised AIA Document A101 – 2017 (Attachment A4-2)

Item 4: The Proposal due date is changed to April 4, 2018, and the time and location remain unchanged at 11:00 a.m., at HACP Procurement Dept., 100 Ross St. 2nd Floor, Suite 200, Pittsburgh, PA 15219.

END OF ADDENDUM NO. 4


Mr. Kim Detrick
Agent


Date



Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

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**Allies & Ross Management and Development Corporation
IFB#2017-23 –E-P-M Rebid
New Construction of Northview Midrise Rebid**

**Attachment A4-1: Attachment M.04 for a depiction of
Building Numbers 13, 14 and 15
and
attachment M.38 for the number of bedrooms
in Building Numbers 13, 14 and 15**

UFA5 REVISIONS

GENERAL NOTE:

THE HVAC SYSTEM IS DESIGNED ACCORDING TO THE ASHRAE 2005 FUNDAMENTALS HANDBOOK. THE HVAC SYSTEM IS SIZED USING THE 1.0% COOLING OUTDOOR DESIGN TEMPERATURE OF 91°F db AND THE 1.0% HEATING OUTDOOR DESIGN TEMPERATURE OF 7.3°F db FOR PITTSBURGH, PA. THE INDOOR DESIGN TEMPERATURE FOR ROOMS 401-402 WILL BE 74°F db AND THE INDOOR DESIGN TEMPERATURE FOR RIVA-101 IS 72°F.

PENNY VAN DYKE, INC. (IN APPLICATION)

[illegible]



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Allies & Ross Management and Development Corporation
IFB#2017-23 –E-P-M Rebid
New Construction of Northview Midrise Rebid

Attachment A4-2: Revised AIA Document A101 – 2017

AIA® Document A101™ – 2007

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

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

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

Northview Midrise, LLC
100 Ross Street
2nd floor – Suite 200
Pittsburgh, PA 15219

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

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

Northview Midrise Development
250 Penfort Street
Pittsburgh, PA 15214

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

Rothschild Doyno Collaborative
2847 Penn Avenue
Pittsburgh, PA 15222

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Contractor shall be given Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (455) four hundred fifty-five calendar days from Notice to Proceed.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

For each calendar day that the Contractor has not achieved Substantial Completion as set forth above, the Contractor and Owner agree that the Owner is entitled to Liquidated Damages of \$5,000 per calendar day. If, for any reason, this provision is declared unenforceable by a court or arbitration panel, the Contractor and Owner agree that the Owner will be entitled to all direct and indirect losses that the Owner suffers as a result of the Contractor's failure to achieve Substantial Completion by the above date.

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

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

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

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

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

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User Notes:

(1383025498)

§ 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, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add 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), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

At fifty percent completion the retainage being withheld on Work and stored materials shall be reduced to five percent (5%) and five percent shall be withheld from future payments until Substantial Completion. At Substantial Completion all retainage shall be released except 150% of punchlist items. Punchlist items shall be paid for weekly as completed. Substantial Completion and retainage release shall not be delayed or withheld on account of seasonal items such as landscaping not being complete excepting only that 150% of the value of such seasonal work may be withheld until it is completed when weather allows.

§ 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 Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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§ 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:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

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

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

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 A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

6 %

§ 8.3 The Owner's representative:
(Name, address and other information)

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§ 8.4 The Contractor's representative:
(Name, address and other information)

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

§ 8.6 Other provisions:

The following shall supersede any conflicting provisions or omissions in this Agreement or any other of the Contract Documents:

- 8.6.1 The Contractor shall name the Owner as additional insured on the Contractor's liability, excess and vehicle insurance policies as to operations at the job site and provide the Owner a certificate of insurance evidencing the same. The Contractor shall also name any Lender for the project as an additional insured when requested. Contractor's insurance shall be primary and non-contributory, subrogation waived.
- 8.6.2 The Contractor shall provide appropriate measures to protect and keep secure its personal property and equipment on the jobsite and is responsible for insuring such personal property and equipment from loss, theft, and/or damage.
- 8.6.3 The Owner shall be responsible for payment of any and all utility connection/tap-in/edu/or similar fees for utilities, including all such charges for gas, water, sewer, electricity, and cable services.
- 8.6.4 The Owner shall be responsible for the excavation and removal of any unusual sub-surface conditions and/or obstructions and rock. Rock is understood to mean material which customarily requires an excavator larger than a Caterpillar 315 to remove.
- 8.6.5 The Contractor shall be paid the cost of any grading/building permits and bonds without retainage when the Owner closes on its financing or with the Contractor's first application for payment, whichever occurs first.
- 8.6.6 Contractor acknowledges that the Work is subject to Davis-Bacon wage rates.
- 8.6.7 Contractor shall comply with all WBE/MBE/Section 3 requirements as they may apply to the Work.
- 8.6.8 Owner shall be responsible for obtaining builders risk coverage for Work performed and materials on the job site to be incorporated into the Work. Materials stored off site and Contractor's equipment, tools, and other personal property shall be insured by the Contractor at its expense. Owner shall name Contractor as an additional insured on the builders risk policy. The deductible shall not exceed \$5,000.
- 8.6.9 Contractor shall at all times during the performance of this contract maintain the minimum insurance coverage as set forth on the Certificate of Insurance attached hereto.
- 8.6.10 The Contractor shall sign and record a waiver of liens with the Allegheny County Department of Court Records prior to performing Work under this Agreement waiving the rights of all subcontractors and other persons to file mechanics' liens on the Project. The Contractor shall also provide a payment bond for the full amount of the Contract Sum. With each payment, the Contractor shall provide its lien waiver for the amount received. At Final Completion, the Contractor shall file a full and final waiver of liens and shall also provide lien waivers from its subcontractors.
- 8.6.11 Contractor excludes any special inspections required by Chapter 17 of the IBC, including those in Section 1704. Inspections to be paid for by the Contractor, if any, will be specifically noted in the Qualifications and Clarifications attached hereto.

Init.

- 8.6.12 Owner authorizes the Contractor to register the Project with the statewide no-lien directory and file a Notice of Commencement.
- 8.6.13 The Contractor will perform the work as designed. Because sound transmission is affected by many variables, the STC/IIC (sound transmission) performance of the specified separation walls and floor/ceiling assemblies are difficult to project with certainty. Accordingly, enhancements to the STC and IIC characteristics of unit separation walls and floor/ceiling assemblies which may be needed to achieve any required or intended STC/IIC levels are excluded from the Contractor's scope of work. The applicability and interpretation of code provisions relating to sound transmission STC/IIC requirements and designing for them are the responsibility of the Architect.
- 8.6.14 No payment nor part of any payment shall be withheld on account of claims covered by insurance carried by either party.
- 8.6.15 Subcontractors shall carry general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Excess insurance shall be carried in the amount of \$2,000,000. Statutory worker compensation coverage shall also be maintained by Subcontractors.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

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

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

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

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

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

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

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- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

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

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Payment and Performance Bond	100% of the Contract Amount
Insurance	See requirements in 8.6 and Exhibit 6 attached

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)

Int.

Additions and Deletions Report for AIA® Document A101™ – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:07:31 on 11/30/2017.

PAGE 1

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...

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...

Rothschild Doyno Collaborative
2847 Penn Avenue
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PAGE 2

Contractor shall be given Notice to Proceed.

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~(—) days from the date of commencement, or as follows:~~(455) four hundred fifty-five calendar days from Notice to Proceed.

PAGE 3

For each calendar day that the Contractor has not achieved Substantial Completion as set forth above, the Contractor and Owner agree that the Owner is entitled to Liquidated Damages of \$5,000 per calendar day. If, for any reason, this provision is declared unenforceable by a court or arbitration panel, the Contractor and Owner agree that the Owner will be entitled to all direct and indirect losses that the Owner suffers as a result of the Contractor's failure to achieve Substantial Completion by the above date.

...

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

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum

allocated to that portion of the Work in the schedule of values, less retainage of percent (~~—%~~); ~~ten percent (10%)~~. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

- .2 Add 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), less retainage of percent (~~—%~~); ~~ten percent (10%)~~;

....
At fifty percent completion the retainage being withheld on Work and stored materials shall be reduced to five percent (5%) and five percent shall be withheld from future payments until Substantial Completion. At Substantial Completion all retainage shall be released except 150% of punchlist items. Punchlist items shall be paid for weekly as completed. Substantial Completion and retainage release shall not be delayed or withheld on account of seasonal items such as landscaping not being complete excepting only that 150% of the value of such seasonal work may be withheld until it is completed when weather allows.

PAGE 5

☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

...
6%

PAGE 6

The following shall supersede any conflicting provisions or omissions in this Agreement or any other of the Contract Documents:

- 8.6.1 The Contractor shall name the Owner as additional insured on the Contractor's liability, excess and vehicle insurance policies as to operations at the job site and provide the Owner a certificate of insurance evidencing the same. The Contractor shall also name any Lender for the project as an additional insured when requested. Contractor's insurance shall be primary and non-contributory, subrogation waived.
- 8.6.2 The Contractor shall provide appropriate measures to protect and keep secure its personal property and equipment on the jobsite and is responsible for insuring such personal property and equipment from loss, theft, and/or damage.
- 8.6.3 The Owner shall be responsible for payment of any and all utility connection/tap-in/edu/or similar fees for utilities, including all such charges for gas, water, sewer, electricity, and cable services.
- 8.6.4 The Owner shall be responsible for the excavation and removal of any unusual sub-surface conditions and/or obstructions and rock. Rock is understood to mean material which customarily requires an excavator larger than a Caterpillar 315 to remove.
- 8.6.5 The Contractor shall be paid the cost of any grading/building permits and bonds without retainage when the Owner closes on its financing or with the Contractor's first application for payment, whichever occurs first.
- 8.6.6 Contractor acknowledges that the Work is subject to Davis-Bacon wage rates.
- 8.6.7 Contractor shall comply with all WBE/MBE/Section 3 requirements as they may apply to the Work.
- 8.6.8 Owner shall be responsible for obtaining builders risk coverage for Work performed and materials on the job site to be incorporated into the Work. Materials stored off site and Contractor's equipment, tools, and other personal property shall be insured by the Contractor at its expense. Owner shall name Contractor as an additional insured on the builders risk policy. The deductible shall not exceed \$5,000.

- 8.6.9 Contractor shall at all times during the performance of this contract maintain the minimum insurance coverage as set forth on the Certificate of Insurance attached hereto.
- 8.6.10 The Contractor shall sign and record a waiver of liens with the Allegheny County Department of Court Records prior to performing Work under this Agreement waiving the rights of all subcontractors and other persons to file mechanics' liens on the Project. The Contractor shall also provide a payment bond for the full amount of the Contract Sum. With each payment, the Contractor shall provide its lien waiver for the amount received. At Final Completion, the Contractor shall file a full and final waiver of liens and shall also provide lien waivers from its subcontractors.
- 8.6.11 Contractor excludes any special inspections required by Chapter 17 of the IBC, including those in Section 1704. Inspections to be paid for by the Contractor, if any, will be specifically noted in the Qualifications and Clarifications attached hereto.
- 8.6.12 Owner authorizes the Contractor to register the Project with the statewide no-lien directory and file a Notice of Commencement.
- 8.6.13 The Contractor will perform the work as designed. Because sound transmission is affected by many variables, the STC/IIC (sound transmission) performance of the specified separation walls and floor/ceiling assemblies are difficult to project with certainty. Accordingly, enhancements to the STC and IIC characteristics of unit separation walls and floor/ceiling assemblies which may be needed to achieve any required or intended STC/IIC levels are excluded from the Contractor's scope of work. The applicability and interpretation of code provisions relating to sound transmission STC/IIC requirements and designing for them are the responsibility of the Architect.
- 8.6.14 No payment nor part of any payment shall be withheld on account of claims covered by insurance carried by either party.
- 8.6.15 Subcontractors shall carry general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Excess insurance shall be carried in the amount of \$2,000,000. Statutory worker compensation coverage shall also be maintained by Subcontractors.

PAGE 8

Payment and Performance Bond
Insurance

100% of the Contract Amount
See requirements in 8.6 and Exhibit 6 attached

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:07:31 on 11/30/2017 under Order No. 6860059492 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™ – 2007, 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)