Miracle Mile
Community Improvement District
MMCID

Governing Board of Directors
Jeff Gamboni, President
Jean Callahan, Vice President
Juanita Pasley, Secretary
John Precissi, Treasurer

Members
Rex Dhatt, Kevin Dougherty, Melissa Grizzle, Manuel Guizar,
Kevin Hernandez, Clem Lee, Cassandra Morales, Lisa Whirlow, Brian Wright

Kailani Haro, Executive Director

Governing Board of Directors Meeting
Wednesday, November 11, 2026
250 Dorris Place
Conference Room
4:00 pm

Meetings of the MMCID Governing Board of Directors are held for the express purposes of addressing and conducting the business of the institution and allowing for public and stakeholder input. Meetings are posted and conducted in compliance with the Brown Act.

Notice of this public meeting was posted by 4:00 pm on Sunday, November 8, 2026, at 250 Dorris Place in Stockton and online at www.stocktonmiraclemile.com.

The meeting may be attended in-person at 250 Dorris Place in the conference room. There is no remote attendance.

Anyone requiring assistance or accommodation to participate in the meeting please call 209.623.1144 or email kailani@stocktonmiraclemile.com.

Meeting procedures are posted at the end of this agenda.

AGENDA

1 Call to Order and Organization

1.1 Welcome
1.2 Meeting Procedures – Posted at the End of the Agenda
1.3 Roll Call and Establishment of a Quorum
1.4 Oral Suggestions and Comments from Members of the Community. Procedures for audience participation are posted at the end of the agenda. Speakers are limited to three (3) minutes.

1.5 (A): Approval of Order of Agenda
1.6 (A): Approval of Minutes of the Meeting: October 14, 2026 – *Juanita Pasley, Secretary (minutes are provided in board action packet)*
1.7 (A): Finance Committee Report: Approval of MMCID Financials for October, 2026 – *John Precissi, Treasurer; Kailani Haro, Executive Director (financial report is provided in board action packet)*

2 Reports/Discussions Part 1
2.1 (I): Mario Enriquez - *Stockton City Council, Area 4*
2.2 (I): Darcella Wright – *Greater Stockton Chamber of Commerce*

3 Consent Items
*Backup materials are provided in the **Board Action Packet**.*
3.1 (C/A): Approval of MEP Contract with Haggerty Construction
3.2 (C/A): Approval of Application for Revocable Permit Related to Banner Poles
3.3 (C/A): Approval of Façade Grant Program Subject to City of Stockton Review

4 Action Items
There are no separate action items on today's agenda.

5 Reports/Discussions Part 2
Committee Reports – *Agendas, minutes, and written reports and materials are provided in a separate packet entitled **Committee Reports.***
5.1 (I): Executive Director's Report – *Kailani Haro, Executive Director*
5.2 (I): Events and Promotions Committee – *Juanita Pasley, Chair*
5.3 (I): Governance and Bylaws Committee – *Clem Lee, Chair*
5.4 (I): Civil Sidewalks Committee – *Lisa Whirlow, Chair*
5.5 (I): Economic Development Committee – *Jeff Gamboni, Chair*
5.6 (I): $20 Million Capital Improvement Ad Hoc Committee
Discussion of the Miracle Mile Renovation Project as Currently Proposed in Preparation for Further Interaction with Siegfried Engineering – *Jean Callahan and Kevin Dougherty, Co-Chairs*
5.7 (I): Asset Management Committee – *Kevin Dougherty Chair*
5.8 (I): Kiwanis Club Update – *Clem Lee, Kiwanis Liaison*
5.9 (I): Placer AI – *Clem Lee and Kevin Dougherty, Co-Chairs*

6 Adjournment
6.1 (I): Governing Board Members' Comments
6.2 (A): Adjournment of the Meeting

Upcoming 2026 Meetings: 4:00 pm, Conference Room at 250 Dorris Place
December 9

Procedures to be Used in the Conduct of Meetings of the Governing Board of Directors

Agenda Items

- Action items are indicated by (A) and require a separate motion and second followed by discussion and a vote of the board.

- Consent items are indicated by (C/A) and may be addressed collectively with all other consent items in section 5 following a motion, second, discussion – if any, and a vote of the board. Any consent item may be pulled and turned into an action item at the request of any board member during approval of the agenda item entitled Approval of Order of Agenda. The approval of the order of agenda would be "as amended" if consent items are pulled for action.
- Informational items are indicated by (I). No action is required or permitted. Discussion, including questions and answers, are appropriate.

Audience Participation

Members of the public who submit a card to the secretary or president will be called upon to address the board under the agenda item titled Oral Suggestions and Comments from Members of the Community. Speakers are allotted three (3) minutes and will be asked to identify themself for the record. Speakers are sometimes surprised when their three (3) minutes elapse before they have made their point. Speakers are encouraged to be clear and concise, to have rehearsed their message to ensure it fits within three (3) minutes, and to refer to written prompts to help them stay on message. Limited public seating in the boardroom is available on a first-come, first-served basis.

Meeting Conduct

Board meetings are conducted in accordance with Robert's Rules of Order unless otherwise stipulated by action of the Board of Directors. All participants in board meetings are to conduct themselves in a respectful manner. Participants will refrain from the use of profanity, personal attacks, and signs or props.

Taping

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Miracle Mile Community Improvement District
MMCID

ACTION PACKET
November 11, 2026

Agenda Item 1.6
Action Item

Approval of Minutes of the Meeting: October 14, 2026

Minutes are attached.

Recommended Action
It is recommended that the board approve the minutes of the meeting of October 14, 2026.

MINUTES OF THE MEETING

Wednesday, October 14, 2026 at 4:00pm

Conference Room, 250 Dorris Place, Stockton, CA 95204

PRESENT: Kailani Haro, Jeff Gamboni, Juanita Pasley, Clem Lee, John Precissi, Cassandra Morales, Melissa Grizzle, Kevin Dougherty, Brian Wright, Kevin Hernandez, Lisa Whirlow (via Zoom), Manuel Guizar (arrived 4:09pm)
ABSENT: Rex Dhatt, Jean Callahan
GUESTS: Mario Enriquez, Tim Swartz, Angelina Abella (COS), Eldar Ali

1 Call to Order and Organization –

1.1 Welcome – Meeting called to order at 4:02pm by Jeff Gamboni, Board President.

1.2 Meeting Procedures - Posted at the End of the Agenda –

1.3 Roll Call and Establishment of a Quorum – Quorum was met.

1.4 Oral Suggestions and Comments from Members of the Community. Procedures for audience participation are posted at the end of the agenda. Speakers are limited to three (3) minutes. – Tim Swartz spoke to the BOD about their 2nd annual haunted house and invited everyone to attend. They will be open every Friday and will be open all day for Boo-tique until Halloween.

1.5 (A): Approval of Order of the Agenda

Any board member who wishes to pull an item from the consent calendar should so declare now. –

MOTION to approve October 2026 agenda:
Motion: Clem Lee **Second:** Melissa Grizzle **Vote:** 10/0 **Abstentions:** 0
Motion Approved

1.6 (A): Approval of Minutes of the Meeting: September 9, 2026 – Juanita Pasley, *Board Secretary (minutes provided in board packet)* –

MOTION to approve Minutes of September 9, 2026:
Motion: Clem Lee **Second:** Brian Wright **Vote:** 10/0 **Abstentions:** 0
Motion Approved

1.7 (A): Finance Committee Report: Approval of MMCID Financials for September 2026- *John Precissi, Treasurer; Kailani Haro, Executive Director (financial report provided in board action packet)* – John spoke about the expenses from last month. Stoktoberfest and social media ads were an added expense.

MOTION to approve MMCID Financials for September 2026:
Motion: Clem Lee **Second:** Melissa Grizzle **Vote:** 11/0 **Abstentions:** 0
Motion Approved

2 Reports / Discussions Part 1

2.1 (I): Stockton City Council – *Mario Enriquez, Councilmember,* Area 4 – Councilman Enriquez talked about having his ordinance with open containers passed last night (open containers now prohibited). Parking: If a car is abandoned for 72 hours, PD can now have the car towed. These ordinances will go into effect in the next 30 days. Smoke shop updates: There have been lots of closures by PD and the COS will continue to work on this. Meeting to be scheduled about Caldwell Park and the homeless issue.

2.2 (I): Other Guest(s) at the Discretion of the President – Angelina Abella spoke about the COS hosting Lunch & Learns starting in November and how they will help small businesses by giving different information to help them.

3 Consent Items – *Backup Materials Will Be Presented in the Board Action Packet*

3.1 (C/A): Acknowledgement of Board Terms Set to Expire and Subject to Election in December 2026.

3.2 (C/A): Establish a Separate Bank Account for Property-Related Finances.

3.3 (C/A): Approve Recommendations from Civil Sidewalks Committee Related to the Placement of New Garbage Cans in the Business District.

MOTION to approve the Consent calendar:
Motion: Clem Lee **Second:** Juanita Pasley **Vote:** 11/0 **Abstentions:** 0
Motion Approved

4 Action Items – *Backup Materials Will Be Presented in the Board Action Packet.*

4.1 (A): Approve Costs for the Annex Renovation. – Total cost of $285,000. We are continuing to try and get the cost down to be able to afford add-ons that are needed.

MOTION to Approve the Redesigned Budget for the Annex Renovation Subject:
Motion: Clem Lee **Second:** Manuel Guizar **Vote:** 11/0 **Abstentions:** 0
Motion Approved

4.2 (A): Approve Expense for Decorative Lighting for District Identity, Placemaking, and Economic Development. – We have researched many different avenues for lighting, and it came down to decorative string lighting. The lights will be string lighting that run across the east to west side of the street. They will help to light up our businesses and bring attractive lighting for our Holiday Parade. Two quotes have been received so far from KT Lighting and Haggerty Construction. Discussion of renting or owning the lights was had. There was a request for an additional bid that was declined.

MOTION to Approve Expense to purchase Decorative Lighting for District Identity, Placemaking, and Economic Development:
Motion: Manuel Guizar **Second:** Kevin Hernandez **Vote:** 11/0 **Abstentions:** 0
Motion Approved

4.3 (A): Approve Budget for the Holiday Parade:

MOTION to Approve the Budget for the Holiday Parade:
Motion: Clem Lee **Second:** Melissa Grizzle **Vote:** 11/0 **Abstentions:** 0
Motion Approved

5 Reports / Discussions Part 2

Committee Reports – *Agendas, minutes, and written reports and materials are provided in a separate packet entitled* ***Committee Reports.***

5.1 (I): Executive Director's Report – *Kailani Haro, Executive Director* – Civil sidewalks: Trash letter went out in newsletter, trash bin count with Lisa. Printed new security cards. Phase 4 security is underway – starting work on Harding working with Calidad and Lisa to get property owner permission and working through set back on electrical plugs.

Admin - Renewed General Liability, additional umbrella, and directors insurance. Worked on parade, additional marketing materials and letters to send to dignitaries and chambers, and Miracle Mile Façade Grant. Submitted additional materials for the committee to review.

Banner Poles – Revocable permit in progress

Reached out to Stockton Beautiful via Jessica to inquire about their Project Paintbox

Attended WM re-grand opening with Clem, Melissa and Nita – it was nice to support our community partners. Also got to attend UOP Beer tasting and professor said if we are interested in something like that they would work with us. Also attended the Black and orange ball.

*Governance – Monday Sept 28th coordinated Community Safety workshopAdmin update: General Liability umbrella insurance has been renewed.

5.2 (I): Events and Promotions Committee – *Juanita Pasley, Chair* – Stoktoberfest was held September 24, 2026 and the community feedback was great. With the final numbers, we broke even so the consideration will be if we should continue with the event. Boo-tique will be held on October 24, 2026 from 12pm-4pm. This is a great event that our community looks forward to every year so we encourage every board member to attend if possible. The candy crawl will start with the merchants at 12pm. Tuxedo Ct. will be closed with activities for kids, vendors, and a photo op for everyone. We are also in full parade planning mode. Kailani and the Promotions Committee is working hard with outreach to recruit sponsorships and floats for the parade so if anyone has any leads please let u know.

5.3 (I): Governance and Bylaws Committee– *Clem Lee, Chair* – No updates. A workshop was held on September 28, 2026.

5.4 (I): Civil Sidewalk Committee – *Lisa Whirlow, Chair* – Focusing on the homeless issue. Hoping to schedule a meeting with Councilman Enriquez and Johnny Ford. New trash cans are coming. Security had 66 calls last month and responded to 29, based on the necessity for response.

5.5 (I): Economic Development Committee – *Jeff Gamboni, Chair* – Bollard designs were reviewed. Request was made for options with integrated lights but also able to withstand impact. Paul says metal bollards will be more likely to launch rather than heavier concrete models. I noted to him that Siegfried had included lighted bollards in their family of light fixtures. Code Changes and Overlay. Overlay and CN designation. Discussion mainly focused on the drive throughs. We are move forward with getting Zoning change for MM to Commercial Neighborhood with no new Drive-thrus. Request for meeting with Scott at Planning for guidance to push zoning change through. Façade Improvement Update. City requested an Agreement be prepared for cross-signatures, stipulations, etc. We also have targeted properties for deferred maintenance issues. We need to establish a period of outreach and a period of application submittals for review. Attracting Business Investment on the Miracle Mile. Placer AI is being implemented with Clem as the administrator of the

program. An unpaid volunteer from UOP, Eldar, with a high level experience and education, is providing much needed band width and has prepared a robust plan for implementing the software.

5.6 (I): $20 Million Capital Improvement Ad Hoc Committee, Discussion of the Miracle Mile Renovation Project as Currently Proposed in Preparation for Further Interaction with Siegfried Engineering – *Jean Callahan and Kevin Dougherty, Co-Chairs* – No updates. Waiting for Siegfried to provide feedback from our comments. Discussion of bollards and the design of what will be going in with the project. Will ask Siegfried for samples of the bollards that they are thinking of.

5.7 (I): Asset Management Committee – *Kevin Dougherty, Chair* – Kailani applied for a grant for the broken window at our building, which was at a cost of about $1500. Substation report was given by Jeff. We are looking at being very close to budget with this project. Jeff said that we are going to have to rent a pod to store all of the items that are currently in the annex once construction starts.

5.8 (I): Kiwanis Club Update – *Clem Lee, Kiwanis Liaison* – Onboard for Boo-tique as well as helping with the parade.

5.9 (I): Placer Ai – *Clem Lee and Kevin Dougherty, Co-Chairs* – Went live in July. Onboarding and training have been completed. Eldar has been recruited to help with the project and will help to create the baseline metrics and ensure that information is uploaded to Placer. Hoping to be able to start pulling reports soon. Eldar spoke about how he hopes to use Placer to help get information that helps with events and individual businesses and their strategies.

6 Adjournment

6.1 (I): Governing Board Members' Comments –

6.2 (A): Adjournment of the Meeting – Meeting adjourned at 5:24pm.

MOTION to Adjourn the Meeting:
Motion: Kevin Hernandez **Second:** John Precissi **Vote:** 11/0 **Abstentions:** 0
Motion Approved

Upcoming 2026 Meetings: 4:00 pm, Conference Room at 250 Dorris Place.

November 11, December 9.

Procedures to be Used in the Conduct of Meetings of the Governing Board of Directors

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Miracle Mile Community Improvement District
MMCID

ACTION PACKET
November 11, 2026

Agenda Item 1.7
Action Item

Approval of MMCID Financials for October 2026.

Financial report is attached.

Recommended Action
It is recommended that the board approve the MMCID financials for October 2026.

Miracle Mile Community Improvement District
Finance Sub-Committee
Wednesday November 4, 4:00 pm

via Zoom @
https://us06web.zoom.us/j/3301623156?pwd=ZE8yZDladGJkRlBKR01CUHlwdlR1Zz09&omn=83457037117

AGENDA

1. Call to order Open Session
2. Public Comment (3-Minute Max Per Person) *Please keep comments directed to the items bring discussed.*
3. Review Draft Financials
    a. Review financial reports review
    b. CAM
    c. Cash Requirements
    d. Grant Funding
    e. Dougherty Contribution
4. New Business
    a. New bank accounts for property activity
    b. CD renewal
5. Old Business
    a. PG&E True Up Due April $3,340.42 – Bill not received, not paid
6. Next Meeting **December 2, 2026 at 4:00 pm Zoom**
7. Adjournment

Finance Committee Report

Miracle Mile Community Improvement District
For the period ended October 31, 2026

Prepared on
November 4, 2026

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Miracle Mile Community Improvement District

ACCOUNTS RECEIVABLE AGING

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	Total
Chase Chevrolet		3,000.00				3,000.00
Dameron Hospital		1,000.00				1,000.00
TOTAL		**4,000.00**				**$4,000.00**

ACCOUNTS PAYABLE AGING

As of October 31, 2026

	Current	1 - 30	31 - 60	61 and over	Total
Calidad Services, Inc.	4,580.00				4,580.00
CalWater	47.99				47.99
City of Stockton (Sewer)	130.27				130.27
City of Stockton - Community Services			2,951.31		2,951.31
Eagle Eye Protection Services	7,875.00				7,875.00
Emily Henderson	525.00				525.00
Federico Chavez	625.00				625.00
Katie Siegfried	1,500.00				1,500.00
MMK Group, Inc.	5,000.00				5,000.00
Ontiveros Lawn Care & Maintenance	5,200.00				5,200.00
TOTAL	**$25,483.26**	**$0.00**	**$2,951.31**	**$0.00**	**$28,434.57**

STATEMENT OF FINANCIAL POSITION

As of October 31, 2026

	Total
ASSETS	
Current Assets	
Bank Accounts	
F&M Certificate of Deposit x0823	23,030.55
F&M Checking x0801	27,177.28
F&M Money Market x0802	2,500.00
F&M Sweep x0800	199,372.90
Total Bank Accounts	**252,080.73**
Total Current Assets	**252,080.73**
Fixed Assets	
230-250 Doris Place	835,000.00
Accumulated Depreciation	-34,927.29
Doris Place Improvements	115,781.69
Dorris Place - Land Purchase	140,000.00
Security Equipment	212,672.00
Total Fixed Assets	**1,268,526.40**
TOTAL ASSETS	**$1,520,607.13**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Tenant Deposit	6,132.79
Total Other Current Liabilities	**6,132.79**
Total Current Liabilities	**6,132.79**
Total Liabilities	**6,132.79**
Equity	
Opening balance equity	0.01
Retained Earnings	1,298,019.02
Net Revenue	216,455.31
Total Equity	**1,514,474.34**
TOTAL LIABILITIES AND EQUITY	**$1,520,607.13**

STATEMENT OF ACTIVITY

October 2026

	Total
REVENUE	
ASSESSMENT INCOME	
SUSD Assessment	23,163.92
Total ASSESSMENT INCOME	**23,163.92**
NON-ASSESSED INCOME	
Event Income	
06-Taste of the Mile	
Sponsorship	2,500.00
Total 06-Taste of the Mile	**2,500.00**
10-BOO-tique Market	
Sales	205.00
Vendor Registration	120.00
Total 10-BOO-tique Market	**325.00**
Total Event Income	**2,825.00**
Interest Income	722.94
Total NON-ASSESSED INCOME	**3,547.94**
Non-Event Sponsorship	390.00
Total Revenue	**27,101.86**
GROSS PROFIT	**27,101.86**
EXPENDITURES	
CIVIL SIDEWALK	
Enhanced Service Programs	
Maintenance Ambassador	5,200.00
Safety Ambassador	7,875.00
Safety Service Calls	840.00
Security Camera Monitoring	4,580.00
Waste Management	887.23
Total Enhanced Service Programs	**19,382.23**
Total CIVIL SIDEWALK	**19,382.23**
DISTRICT IDENTITY	
Event Expenses	
10-BOO-tique Market Expense	0.00
Outside Services	160.00
Security, Street Closure & Insurance	646.75
Square Processing Fee	8.30
Total 10-BOO-tique Market Expense	**815.05**
12-Holiday Parade Expense	
Advertising & Marketing	183.32
Event Supplies	939.84
Total 12-Holiday Parade Expense	**1,123.16**
Total Event Expenses	**1,938.21**

	Total
Social Media Contractor	1,500.00
Total DISTRICT IDENTITY	**3,438.21**
DISTRICT MANAGEMENT & ADMINISTRATION	
Contract Management Services	5,000.00
Insurance	
Directors & officers insurance	8,790.07
Liability insurance	5,075.77
Total Insurance	**13,865.84**
Office/General Administrative	
Google Workspace	16.80
Postage & PO Box	159.00
QuickBooks	340.00
Total Office/General Administrative	**515.80**
Professional Fees	
Bookkeeping	525.00
Total Professional Fees	**525.00**
Total DISTRICT MANAGEMENT & ADMINISTRATION	**19,906.64**
Total Expenditures	**42,727.08**
NET OPERATING REVENUE	**-15,625.22**
OTHER REVENUE	
DORRIS PLACE INCOME	
CAM Reimbursements	1,465.58
Lease Income	5,400.00
Total DORRIS PLACE INCOME	**6,865.58**
Total Other Revenue	**6,865.58**
OTHER EXPENDITURES	
DORRIS PLACE	
Improvements (Funded)	2,454.85
License & Permits	2,405.98
Property Taxes	7,100.51
Repairs & Maintenance	152.25
Utilities & Monthly Services	930.15
Total DORRIS PLACE	**13,043.74**
Total Other Expenditures	**13,043.74**
NET OTHER REVENUE	**-6,178.16**
NET REVENUE	**$ -21,803.38**

2026 BUDGET v ACTUALS

January - October, 2026

	Total			
	Actual	Budget	over Budget	% of Budget
REVENUE				
ASSESSMENT INCOME				
COS Assessment	24,812.12	24,812.12	0.00	100.00 %
SJC Assessments	216,186.30	216,186.30	0.00	100.00 %
SJC Admin fee	-425.65		-425.65	
Total SJC Assessments	**215,760.65**	**216,186.30**	**-425.65**	**99.80 %**
SUSD Assessment	23,163.92	23,163.92	0.00	100.00 %
Total ASSESSMENT INCOME	**263,736.69**	**264,162.34**	**-425.65**	**99.84 %**
NON-ASSESSED INCOME				
Event Income				
05-ArtLit				
Event Registration	1,000.00	1,500.00	-500.00	66.67 %
Sponsorship	850.00	400.00	450.00	212.50 %
Total 05-ArtLit	**1,850.00**	**1,900.00**	**-50.00**	**97.37 %**
05-LitWalk				
Sponsorship	500.00	1,000.00	-500.00	50.00 %
Total 05-LitWalk	**500.00**	**1,000.00**	**-500.00**	**50.00 %**
06-Taste of the Mile				
Beverage Sales	7,130.00	4,500.00	2,630.00	158.44 %
Donor Donation	320.01		320.01	
Silent Auction Sales	10,792.00	7,000.00	3,792.00	154.17 %
Sponsorship	72,971.64	82,184.00	-9,212.36	88.79 %
Ticket Sales	15,925.00	12,000.00	3,925.00	132.71 %
Total 06-Taste of the Mile	**107,138.65**	**105,684.00**	**1,454.65**	**101.38 %**
08-UOP Welcome Back (WOW)				
Sponsorship	1,500.00	1,000.00	500.00	150.00 %
Total 08-UOP Welcome Back (WOW)	**1,500.00**	**1,000.00**	**500.00**	**150.00 %**
09-Stoktoberfest & Car Show	0.00		0.00	
Alcohol Sales	4,209.00	5,000.00	-791.00	84.18 %
Car Registration	2,195.00	3,500.00	-1,305.00	62.71 %
Kids Zone	289.00	210.00	79.00	137.62 %
Sponsorship	10,000.00	18,874.00	-8,874.00	52.98 %
T-shirt Sales	425.00	1,000.00	-575.00	42.50 %
Vendor Registration	1,100.00	1,000.00	100.00	110.00 %
Total 09-Stoktoberfest & Car Show	**18,218.00**	**29,584.00**	**-11,366.00**	**61.58 %**
10-BOO-tique Market				
Sales	205.00	310.00	-105.00	66.13 %
Sponsorship	560.00	1,000.00	-440.00	56.00 %
Vendor Registration	120.00	500.00	-380.00	24.00 %
Total 10-BOO-tique Market	**885.00**	**1,810.00**	**-925.00**	**48.90 %**

	Total			
	Actual	Budget	over Budget	% of Budget
12-Holiday Sip & Shop				
Sponsorship	1,000.00		1,000.00	
Total 12-Holiday Sip & Shop	**1,000.00**		**1,000.00**	
Total Event Income	**131,091.65**	**140,978.00**	**-9,886.35**	**92.99 %**
Interest Income	6,177.23	6,000.00	177.23	102.95 %
Sponsorship (to be allocated)	3,000.00		3,000.00	
Total NON-ASSESSED INCOME	**140,268.88**	**146,978.00**	**-6,709.12**	**95.44 %**
Non-Event Sponsorship	3,900.00	3,900.00	0.00	100.00 %
Total Revenue	**407,905.57**	**415,040.34**	**-7,134.77**	**98.28 %**
GROSS PROFIT	**407,905.57**	**415,040.34**	**-7,134.77**	**98.28 %**
EXPENDITURES				
CIVIL SIDEWALK				
Enhanced Service Programs				
Maintenance Ambassador	58,467.06	65,504.92	-7,037.86	89.26 %
Repair & maintenance supplies	630.53		630.53	
Safety Ambassador	72,495.95	66,904.32	5,591.63	108.36 %
Safety Service Calls	4,990.00	2,800.00	2,190.00	178.21 %
Security Camera Monitoring	45,800.00	45,800.00	0.00	100.00 %
Waste Management	9,238.97	9,603.90	-364.93	96.20 %
Total Enhanced Service Programs	**191,622.51**	**190,613.14**	**1,009.37**	**100.53 %**
Total CIVIL SIDEWALK	**191,622.51**	**190,613.14**	**1,009.37**	**100.53 %**
DISTRICT IDENTITY				
Event Expenses				
05-ArtLit				
Advertising & Marketing	274.41	1,100.00	-825.59	24.95 %
Square Processing Fee	41.50	40.00	1.50	103.75 %
Total 05-ArtLit	**315.91**	**1,140.00**	**-824.09**	**27.71 %**
05-LitWalk				
Advertising & Marketing	278.89	1,100.00	-821.11	25.35 %
Square Processing Fee		40.00	-40.00	
Total 05-LitWalk	**278.89**	**1,140.00**	**-861.11**	**24.46 %**
06-Taste of the Mile Expense	0.00		0.00	
Advertising & Marketing	1,999.76	3,300.00	-1,300.24	60.60 %
Alcohol & Bar Supplies	2,867.67	1,500.00	1,367.67	191.18 %
Event Supplies	2,240.91	1,700.00	540.91	131.82 %
Food	3,654.98	4,000.00	-345.02	91.37 %
Outside Services	3,135.00	3,000.00	135.00	104.50 %
Rentals	16,245.58	16,500.00	-254.42	98.46 %
Security, Street Closure & Insurance	4,606.20	4,200.00	406.20	109.67 %
Square Processing Fee	956.52	700.00	256.52	136.65 %
Total 06-Taste of the Mile Expense	**35,706.62**	**34,900.00**	**806.62**	**102.31 %**
08-UOP Welcome Back Expense (WOW)				

	Total			
	Actual	Budget	over Budget	% of Budget
Advertising & Marketing	184.32	250.00	-65.68	73.73 %
Security, Street Closure & Insurance	1,444.00	2,300.00	-856.00	62.78 %
Square Processing Fee	33.30	40.00	-6.70	83.25 %
Total 08-UOP Welcome Back Expense (WOW)	**1,661.62**	**2,590.00**	**-928.38**	**64.16 %**
09-Stoktoberfest & Car Show				
Advertising & Marketing	2,548.53	3,000.00	-451.47	84.95 %
Food & Beer Purchases	534.00	500.00	34.00	106.80 %
Outside Services	2,603.03	2,200.00	403.03	118.32 %
Security, Street Closure & Insurance	6,748.63	10,000.00	-3,251.37	67.49 %
Sellable Items	1,040.43	1,400.00	-359.57	74.32 %
Square Processing Fee	163.36	300.00	-136.64	54.45 %
Supplies	3,263.26	3,100.00	163.26	105.27 %
Total 09-Stoktoberfest & Car Show	**16,901.24**	**20,500.00**	**-3,598.76**	**82.45 %**
10-BOO-tique Market Expense	0.00		0.00	
Advertising & Marketing		500.00	-500.00	
Outside Services	160.00	200.00	-40.00	80.00 %
Security, Street Closure & Insurance	646.75	1,200.00	-553.25	53.90 %
Square Processing Fee	12.78	20.00	-7.22	63.90 %
Total 10-BOO-tique Market Expense	**819.53**	**1,920.00**	**-1,100.47**	**42.68 %**
12-Holiday Parade Expense				
Advertising & Marketing	183.32		183.32	
Event Supplies	939.84		939.84	
Total 12-Holiday Parade Expense	**1,123.16**		**1,123.16**	
12-Holiday Sip & Shop Expense	0.40		0.40	
Outside Services	474.18	0.00	474.18	
Total 12-Holiday Sip & Shop Expense	**474.58**	**0.00**	**474.58**	
Total Event Expenses	**57,281.55**	**62,190.00**	**-4,908.45**	**92.11 %**
Marketing & Advertising	1,501.33	5,833.33	-4,332.00	25.74 %
Social Media Contractor	15,000.00	15,000.00	0.00	100.00 %
Website & Email Services	803.80	4,335.10	-3,531.30	18.54 %
Total DISTRICT IDENTITY	**74,586.68**	**87,358.43**	**-12,771.75**	**85.38 %**
DISTRICT MANAGEMENT & ADMINISTRATION				
Contract Management Services	54,980.00	53,000.00	1,980.00	103.74 %
Insurance	6,817.91	6,817.91	0.00	100.00 %
Directors & officers insurance	8,790.07	9,000.00	-209.93	97.67 %
Liability insurance	5,075.77	5,000.00	75.77	101.52 %
Total Insurance	**20,683.75**	**20,817.91**	**-134.16**	**99.36 %**
License and Permits	128.00	828.00	-700.00	15.46 %
Office/General Administrative				
Bank fees & service charges	28.00	0.00	28.00	
Dues, subscriptions & memberships	16,488.59	4,969.49	11,519.10	331.80 %
Google Workspace	180.00	168.00	12.00	107.14 %
Meeting Expense		5,675.70	-5,675.70	

	Total			
	Actual	Budget	over Budget	% of Budget
Office Printing	220.26	0.00	220.26	
Office Supplies	368.23		368.23	
Phone & Internet Service	32.68	321.60	-288.92	10.16 %
Postage & PO Box	159.00	244.00	-85.00	65.16 %
QuickBooks	2,945.00	235.00	2,710.00	1,253.19 %
Total Office/General Administrative	**20,421.76**	**11,613.79**	**8,807.97**	**175.84 %**
Professional Fees		0.00	0.00	
Bookkeeping	5,250.00	5,250.00	0.00	100.00 %
CPA	2,500.00	2,500.00	0.00	100.00 %
Total Professional Fees	**7,750.00**	**7,750.00**	**0.00**	**100.00 %**
Storage Lease	800.00	600.00	200.00	133.33 %
Total DISTRICT MANAGEMENT & ADMINISTRATION	**104,763.51**	**94,609.70**	**10,153.81**	**110.73 %**
Total Expenditures	**370,972.70**	**372,581.27**	**-1,608.57**	**99.57 %**
NET OPERATING REVENUE	**36,932.87**	**42,459.07**	**-5,526.20**	**86.98 %**
OTHER REVENUE				
DORRIS PLACE INCOME				
CAM Reimbursements	14,655.80	14,655.80	0.00	100.00 %
Lease Income	54,000.00	54,000.00	0.00	100.00 %
Total DORRIS PLACE INCOME	**68,655.80**	**68,655.80**	**0.00**	**100.00 %**
GRANT INCOME ($3.1M)	181,705.54		181,705.54	
Total Other Revenue	**250,361.34**	**68,655.80**	**181,705.54**	**364.66 %**
OTHER EXPENDITURES				
DORRIS PLACE				
Improvements (Funded)	25,485.11	0.00	25,485.11	
Improvements (OOP)		1,000.00	-1,000.00	
License & Permits	2,405.98		2,405.98	
Outside Services	1,325.00	0.00	1,325.00	
Property Taxes	15,502.35	8,000.00	7,502.35	193.78 %
Repairs & Maintenance	2,134.25	3,602.40	-1,468.15	59.25 %
Repairs & Maintenance (non reimb.)	2,159.20		2,159.20	
Utilities & Monthly Services	11,018.69	11,757.60	-738.91	93.72 %
Total DORRIS PLACE	**60,030.58**	**24,360.00**	**35,670.58**	**246.43 %**
Total Other Expenditures	**60,030.58**	**24,360.00**	**35,670.58**	**246.43 %**
NET OTHER REVENUE	**190,330.76**	**44,295.80**	**146,034.96**	**429.68 %**
NET REVENUE	**$227,263.63**	**$86,754.87**	**$140,508.76**	**261.96 %**

Miracle Mile Community Improvement District

BANK ACCOUNT ACTIVITY

October 2026

Transaction date	Transaction type	Num	Name	Description	Item s
F&M Certificate of Deposit x0823					
Beginning Balance					
Total for F&M Certificate of Deposit x0823					
F&M Checking x0801					
Beginning Balance					
10/01/2026	Transfer			TRANSFER FROM DDA ACCT NO. XXXX0802 TRANSFER FROM DDA ACCT NO. XXXXXX0802	F&M N
10/01/2026	Transfer			DEPOSIT	F&M N
10/01/2026	Deposit		Waste Management Sponsor	DOMTBOA076 WASTE MANAGEMENT MIRACLE MILE COM	Non-E
10/02/2026	Bill Payment (Check)		CalWater		Accou
10/02/2026	Deposit				F&M N
10/05/2026	Expense		Google	GOOGLE MIRACLE MILE COMMUNITY PURCHASE GOOGLE MIRACLE MILE COMMUNITY	Googl
10/05/2026	Expense			TRANSFER TO DDA ACCT NO. XXXX0801 TRANSFER TO DDA ACCT NO. XXXXXX0801	F&M N
10/06/2026	Expense			MISC DEBIT	F&M N
10/06/2026	Bill Payment (Check)	200232	Calidad Services, Inc.		Accou
10/06/2026	Bill Payment (Check)	200238	Ontiveros Lawn Care & Maintenance		Accou
10/06/2026	Bill Payment (Check)	200233	Katie Siegfried		Accou
10/07/2026	Transfer			DEPOSIT	F&M N
10/07/2026	Bill Payment (Check)	200239	Eagle Eye Protection Services		Accou
10/07/2026	Bill Payment (Check)	200231	Emily Henderson		Accou
10/07/2026	Bill Payment (Check)		City of Stockton (Sewer)		Accou
10/08/2026	Bill Payment (Check)	200235	Federico Chavez		Accou
10/09/2026	Expense			ACCTVERIFY SMMRHV-PLACER KAILANI HARO	Bank f
10/09/2026	Deposit			ACCTVERIFY SMMRHV-PLACER KAILANI HARO	Bank f
10/09/2026	Expense		Eagle Eye Protection Services	DBT CRD 1848 56 SQ EAGLE EYE PR GOSQ.COMCA CARD# 4987 DBT CRD 1848 10/08/26 56 SQ *EAGLE EYE PR GOSQ.COMCA CARD# 4987	Safety
10/13/2026	Bill Payment (Check)	200236	MMK Group, Inc.		Accou
10/13/2026	Bill Payment (Check)		City of Stockton (Sewer)		Accou
10/13/2026	Bill Payment (Check)		City of Stockton (Sewer)		Accou
10/16/2026	Check	200240	WMB	CHECK (DIGITAL) 200240	Impro
10/16/2026	Expense		Anddone, LLC	ANDDONE, LLC MIRACLE MILE IMPROVEME TRN1QH8XGNQ7K4KTV3G64VXMVG 6COP2SVSV1 RMRIKINSURANCE PMT IN FULL PURCHASE ANDDONE, LLC MIRACLE MILE IMPROVEME TRN*1*QH8XGNQ7K4KTV3G6**4VXMVG 6COP2SVSV1 RMR*IK*INSURANCE PMT IN FULL\	Securi
10/19/2026	Check	200241	Calidad Services, Inc.	CHECK (DIGITAL) 200241	Securi
10/19/2026	Deposit			SQ261019 SQUARE INC MIRACLE MILE COMMUNITY	
10/19/2026	Deposit			SQ261019 SQUARE INC MIRACLE MILE	

Transaction date	Transaction type	Num	Name	Description	Item s
				STOCKTONCA CARD# 4987	
10/23/2026	Check	12807	With Garden Flair (V)	CHECK (DIGITAL) 12807 Christmas Wreaths	Event
10/23/2026	Expense		City of Stockton -V	CITYOFSTOCKTON MIRACLE MILE PURCHASE CITYOFSTOCKTON MIRACLE MILE	Licens
10/26/2026	Transfer			DEPOSIT	F&M M
10/26/2026	Expense		Lovotti, Inc.	DBT CRD 0246 83 IN LOVOTTI, INC 209-9312100CA CARD# 4987 DBT CRD 0246 10/24/26 83 IN *LOVOTTI, INC 209-9312100CA CARD# 4987	Repai
10/26/2026	Expense			ATM W/D 71 F & M BANK 4612 MCGAW ST STOCKTONCA C# 4987 ATM W/D 1014 10/24/26 71 F & M BANK 4612 MCGAW ST STOCKTONCA C# 4987	
10/26/2026	Expense		San Joaquin County Assessor	SJTAXCOLL SJCOTAXCOLLECTOR MIRACLE MILE COMMUNITY	Prope
10/26/2026	Expense		QuickBooks Payments	DBT CRD 0928 98 INTUIT QBOOKS O CL.INTUIT.COMCA CARD# 4987 DBT CRD 0928 10/26/26 98 INTUIT *QBOOKS O CL.INTUIT.COMCA CARD# 4987	Quickl
10/26/2026	Expense		Gary Fonseca, Jr. DBA Online Printing and Graphics	DBT CRD 0006 96 ON-LINE PRINTING 209-334-1440CA CARD# 4987 DBT CRD 0006 10/24/26 96 ON-LINE PRINTING 209-334-1440CA CARD# 4987	Adver
10/26/2026	Deposit			SQ261026 SQUARE INC MIRACLE MILE COMMUNITY	
10/27/2026	Check	12766	Ontiveros Lawn Care & Maintenance		Securi
10/27/2026	Expense		Waste Management	PAYMENT WASTE MANAGEMENT MIRACLE MILE COMMUNITY	Waste
10/27/2026	Expense		Waste Management	PAYMENT WASTE MANAGEMENT MIRACLE MILE COMMUNITY	Utilitie
10/30/2026	Deposit			DEPOSIT	
10/30/2026	Deposit			Cash deposit - Bootique?	
10/30/2026	Deposit			DEPOSIT	
Total for F&M Checking x0801					
F&M Money Market x0802					
Beginning Balance					
10/01/2026	Transfer			TRANSFER FROM DDA ACCT NO. XXXX0802 TRANSFER FROM DDA ACCT NO. XXXXXX0802	F&M C
10/01/2026	Transfer			DEPOSIT	F&M C
10/01/2026	Deposit			3RD PARTY SWEEPS DDA CR	F&M S
10/01/2026	Payment		Stockton Unified School District		Accou
10/02/2026	Deposit			3RD PARTY SWEEPS DDA CR	F&M S
10/02/2026	Deposit				F&M C
10/05/2026	Expense			TRANSFER TO DDA ACCT NO. XXXX0801 TRANSFER TO DDA ACCT NO. XXXXXX0801	F&M C
10/05/2026	Deposit			3RD PARTY SWEEPS DDA CR	F&M S
10/06/2026	Expense			MISC DEBIT	F&M C
10/06/2026	Expense			3RD PARTY SWEEPS DDA DR	F&M S
10/07/2026	Transfer			DEPOSIT	F&M C
10/07/2026	Deposit			3RD PARTY SWEEPS DDA CR	F&M S
10/20/2026	Transfer			DEPOSIT	F&M C
10/20/2026	Deposit			3RD PARTY SWEEPS DDA CR	F&M S
10/26/2026	Transfer			DEPOSIT	F&M C
10/26/2026	Deposit			3RD PARTY SWEEPS DDA CR	F&M S

CAM

RECOVER WITH CAM		Name	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	TOTAL
	MONTHLY Costs	CalWater	$ 47	$ 46	$ 34	$ 59	$ 48	$ 48	$ 47	$ 48	$ 35	$ 207	$ 66	$ 94	$ 779
		Charlie's Day & Nite (pd. quarterly)		$ 120	$ 17		$ 120		$ 48	$ 120	$ 182	$ -	$ 120	$ -	$ 728
		City of Stockton (Sewer)	$ 125	$ 125	$ 125	$ 125		$ 274	$ 125	$ 125	$ 125	$ 130	$ 130	$ 130	$ 1,539
		Federico Chavez	$ 625	$ 625	$ 625	$ 625	$ 625	$ 625	$ 625	$ 625	$ 625	$ 625	$ 625	$ 625	$ 7,500
		Pacific Gas & Electric (PG&E)	$ 206	$ 118	$ 516	$ 364	$ 209	$ 70	$ 19	$ 13	$ 8	$ 8	$ 9	$ 8	$ 1,548
		Waste Management	$ 71	$ 71	$ 73	$ 73	$ 73	$ 73	$ 73	$ 73	$ 73	$ 73	$ 73	$ 73	$ 869
		TOTAL	**$1,073**	**$1,104**	**$1,390**	**$1,245**	**$1,075**	**$1,090**	**$ 937**	**$1,004**	**$1,049**	**$1,043**	**$1,022**	**$ 930**	**$12,962**
	ONE-TIME Expenses	A1 Exterminators										$ 205			$ 205
		Kleerview Professional Services		$ 215							$ 215				$ 430
		Lovotti (quarterly maintenance)												$ 152	$ 152
		Aqua Steam (carpet cleaning)		$ 642											$ 642
		The Glass Shop					$1,372								$ 1,372
		Hardware Supplies		$ 188											$ 188
		TOTAL	**$ -**	**$1,045**	**$ -**	**$ -**	**$1,372**				**$ 215**	**$ 205**	**$ -**	**$ 152**	**$ 2,989**
Grand Total			**$1,073**	**$2,149**	**$1,390**	**$1,245**	**$2,447**	**$1,090**	**$ 937**	**$1,004**	**$1,264**	**$1,248**	**$1,022**	**$1,082**	**$15,951**
		CAM Income	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	**$17,587**
		(GAP)	$ 392	$ (684)	$ 76	$ 220	$ (981)	$ 375	$ 528	$ 462	$ 202	$ 218	$ 443	$ 384	**$ 1,636**

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MMCID - CASH REQUIREMENTS

Checking Account:	**$**	**28,048.93**	***10/31/2026***

FORECASTED INCOME:

Rent & CAM	$	6,585.58	
Taste of the Mile - Sponsorships	$	-	*deposit to Money Market*

COMMITTED FUNDS:

Outstanding items

Taste of the Mile - Food	$	(300.00)
Misc.	$	(69.13)
WMB	$	(2,388.00)
Stoktoberfest	$	(4,370.79)
	$	**(7,127.92)**

UPCOMING BILLS:

Monthly items	$	(26,000.00)
PG&E True-up (est.)	$	(3,400.00)
Haggerty	$	(15,274.30)
Holiday Parade & Sip and Shop	$	(20,000.00)
	$	**(64,674.30)**

TRANSFER FROM MONEY MARKET

Monthly items	**$**	**26,000.00**
Additional transfer	**$**	**25,000.00**

Projected Ending Balance	**$**	**13,832.29**

ADDITIONAL ACCOUNTS:

Money Market Balance:	*$*	*178,926.90*	*Interest rate: 2.4%*
CD Balance:	*$*	*23,030.55*	*Interest rate: 2.75%*
			Maturity date: Nov 15 2026

GRANT FUNDS ALREADY REQUESTED

Building Purchase

	SUBMITTED	PAID	REMAINING
	$ 993,339.35	$ 993,339.35	$ -

Grant Request #1

LDA Partners	Prelim design Bedford & Doris	$ 4,000.00	$ 3,000.00	$ 1,000.00
Calidad	Security camera signage	$ 1,618.00	$ -	$ 1,618.00
District 360	Salesforce	$ 9,990.00	$ 9,990.00	$ -
Haggerty	Dumpster enclosure	$ 48,025.00	$ 48,025.00	$ -
WMB Architects	Bedford	$ 47,991.00	$ 37,871.86	$ 10,119.14
TJS Design	Construction at Dorris	$ 44,450.00	$ 45,281.00	$ (831.00)
	TOTAL	$ 156,074.00	$ 144,167.86	$ 11,906.14

Grant Request #2

		SUBMITTED	PAID	REMAINING
Calidad Services	Security Camera Expansion	$ 159,920.70	$ 110,600.70	$ 49,320.00
Lovotti Inc.	Maintenance Substation AC	$ 17,899.01	$ 17,899.01	$ -
Marco Pries Masonry	Planter repair & painting	$ 2,050.00	$ 2,050.00	$ -
City of Stockton	Overage on building permit	$ 1,004.83	$ 1,004.83	$ -
TJS Design	Remodel overage	$ 831.00	$ 831.00	$ -
	Excess from building purchase	$ (653.35)	$ -	$ (653.35)
		$ 181,052.19	$ 132,385.54	$ 48,666.65

GRANT FUNDS USED	$ 1,330,465.54
REMAINING	$ 1,769,534.46

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Vendors Actively Paying:

WMB	DATE	AMOUNT
	8/8/2025	$ 1,331.46
	8/15/2025	$ 1,628.07
	10/1/2025	$ 4,331.96
	10/24/2025	$ 7,814.50
	12/1/2025	$ 3,770.84
	12/4/2025	$ 2,627.98
	12/31/2025	$ 4,296.25
	1/27/2026	$ 1,480.00
	2/28/2026	$ 370.00
	3/31/2026	$ 1,161.25
	4/30/2026	$ 2,916.51
	8/4/2026	$ 1,300.19
	10/2/2026	$ 2,388.00
	10/16/2026	$ 2,454.85
		$37,871.86

Calidad Security	DATE	AMOUNT
	4/30/2026	$ 47,080.35
	9/29/2026	$ 16,440.00
	10/10/2026	$ 47,080.35
		$ 110,600.70

GRANT BUDGET ALLOCATIONS:

PUBLIC SAFETY	
	$ 750,000.00
ECURITY CAMERA EXPANSION	$ 165,000.00
Calidad Services	$ (161,538.70)
Remaining	$ 3,461.30
FAÇADE/SAFETY FACILIATATOR	$ 235,000.00
PEDESTRIAN LIGHTING	$ 350,000.00

MAINTENANCE	
	$ 1,665,000.00
ACQUISITION OF MAINTENANCE SUBSTATION	$ 1,500,000.00
Building purchase	$ (992,686.00)
LDA Partners	$ (4,000.00)
District 360	$ (9,990.00)
WMB Architects	$ (47,991.00)
TJS Design	$ (45,281.00)
Lovotti Inc.	$ (17,899.01)
City of Stockton	$ (1,004.83)
Remaining	$ 381,148.16
TRASH RECEPTACLES	$ 30,000.00
ENCLOSED GARBAGE CORRALS	$ 135,000.00
Haggerty	$ (48,025.00)
Remaining	$ 86,975.00
GENERAL MAINTENANCE	
Ostlund Environemental Services, Inc.*	$ 1,325.00

PARKING IMPROVEMENT/ MAINTENANCE	
	$ 685,000.00
PARKING MICROSURFACING	$ 550,000.00
MAINTENANCE	$ 135,000.00
Marco Pries Masonry	$ (2,050.00)
Remaining	$ 132,950.00

* Will be included in Grant Request #3

Dougherty Door Project Funding

FUNDS RECEIVED

04/03/2025	Kevin & Julie Dougherty	**$ 19,500.00**

FUNDS SPENT

05/19/2025		Central Valley Hardware	Doughtery Funds	Doors - See attached invoice for detail	$ 3,558.85
06/12/2025	905	No Limits Painting	Doughtery Funds	Prep, primer and paint three exterior doors including the door frame	$ 900.00
06/16/2025	5518	Chris Macias	Doughtery Funds	Remove old door & trim, install new door & trim, install new lock set	$ 600.00
06/16/2025	5518	Chris Macias	Doughtery Funds	Lock set, trim, screws, adhesive caulk	$ 99.00
07/08/2025	5571	Chris Macias	Doughtery Funds	Remove old door & trim, install new door & trim, install new lock set	$ 680.00
07/08/2025	5571	Chris Macias	Doughtery Funds	Lock set, trim, screws, adhesive caulk	$ 122.00
11/22/2025	5916	Chris Macias	Doughtery Funds	Remove old door & trim, install new door & trim, install new lock set	$ 1,257.00
09/01/2025	ACH	Placer AI	Doughtery Funds	12 month contract	$ 12,000.00

REMAINING

$ 283.15

3C

Miracle Mile Community Improvement District
MMCID

ACTION PACKET
November 11, 2026

Agenda Item 3.1
Consent Item

Approval of MEP Contract with Haggerty Construction

MEP Contracts are attached.

Recommended Action
It is recommended that the board approve the MEP contract with Haggerty Construction.

DRAFT

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

« MMCID Maintenance Substation- »
« 231 Bedford Road
Stockton, California 95204
»

THE OWNER:
(Name, legal status and address)

« Miracle Mile Community Improvement District »« »
« 231 Bedford Road
Stockton, California 95204 »

THE ARCHITECT:
(Name, legal status and address)

« WMB Architects »« »
« 5757 Pacific Avenue, Suite 226
Stockton, California 95207 »

TABLE OF ARTICLES

1 GENERAL PROVISIONS
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. If Owner obtains financing through a Lender for this project, Contractor will be provided all construction loan documents and agreements. The Lender shall abide by the same payment terms to the Contractor as originally agreed upon in the contract documents. Owner is legally responsible for all obligations under the Contract, regardless of Lender requirements.

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

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§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

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§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, ~~less applicable trade discounts~~;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2, less deductive change orders to the Owner, whereby the Contractor will keep its overhead for the original allowance.

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field

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changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect ~~for submittal to the~~and Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor, only after repeated attempts and written notifications have been provided to the Contractor to provide clean up.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

~~.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.~~

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

~~§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In~~

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such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.Intentionally omitted

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

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ArchitectContractor. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. When credits covering related Work or substitutions are involved in a change, the allowance for overhead shall not be credited with respect to that change. Prior to giving back a decrease change order, the contractor will have administrative time involved in writing the subcontractor change order and the decreased amount will reflect the additional cost for such services, including profit and overhead by the contractor

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

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

§ 7.4 Minor Changes in the Work

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

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ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the ~~Architect~~Owner. This schedule, unless objected to by the ~~Architect~~Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the ~~Architect~~ Owner may require, and unless objected to by the ~~Architect~~Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 ~~At least two days before the date established for each progress payment, the~~ The Contractor shall submit to the Architect and Owner an itemized Application for Payment prepared in accordance with the schedule of values, if

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required under Section 9.2, for completed portions of the Work. The application shall be ~~notarized, if required, and~~ supported by all data substantiating the Contractor's right to payment that the Owner ~~or Architect~~ requires, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the ~~Architect~~Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 ~~The Architect will, within seven~~ five ~~days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.~~ Intentionally omitted

~~**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 ~~The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of~~

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~~subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of~~

~~.1 defective Work not remedied;~~

~~.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;~~

~~.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;~~

~~.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;~~

~~.5 damage to the Owner or a Separate Contractor;~~

~~.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or~~

~~.7 repeated failure to carry out the Work in accordance with the Contract Documents.~~ Not applicable. Intentionally omitted

~~§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.~~

~~§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.~~

~~§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.~~

§ 9.6 Progress Payments

§ 9.6.1 ~~After the Architect has issued a Certificate for Payment, t~~The Owner shall make payment in the manner and within the time provided in the Contract Documents~~, and shall so notify the Architect~~.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

~~§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.~~ Intentionally omitted.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. ~~Neither t~~The Owner ~~nor Architect~~ shall not have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, ~~9.6.3~~ and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall

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require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.~~8~~ 7 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the ~~Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven five days after receipt of the Contractor's Application for Payment, or if the~~ Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount ~~certified by the Architect~~ invoiced or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner ~~and Architect~~, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the ~~Contractor~~ Architect shall prepare and submit to the ~~Architect~~ Contractor a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon ~~receipt~~ notification of the Contractor's completion of the punch list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the ~~Contractor's~~ list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for

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correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the ~~Contractor~~ Architect shall prepare and submit a list to the ~~Architect~~ Contractor as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of ~~the Architect~~a third party agreeable to both the Owner and Contractor.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly ~~issue a final Certificate for Payment~~notify the Owner stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final ~~Certificate for Payment~~inspection will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the ~~Architect~~ Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, ~~and the Architect so confirms,~~ the Owner shall, upon application by the Contractor ~~and certification by the Architect~~, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the ~~Architect~~ Owner prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner ~~and Architect~~.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not

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addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred, including Contractor's profit and overhead.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE ~~AND BONDS~~

§ 11.1 Contractor's Insurance ~~and Bonds~~

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner~~, Architect, and Architect's consultants~~ shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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~~§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~Intentionally omitted

~~§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~Intentionally omitted

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of

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subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary ~~to the Architect's request or~~ to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum ~~will~~ may be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment ~~.~~and will be provided all construction loan documents and agreements. The lender shall abide by the same payment terms to the contractor as originally agreed upon in the contract documents.

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§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the ~~Contractor~~ Owner shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

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.3 Because the ~~Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the~~ Owner has not made payment on an ~~Certificate~~ Application for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner ~~and Architect~~, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner ~~and the Architect~~, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include overhead and profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice; and

~~.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and~~

.32 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The ~~Architect~~ Owner will issue ~~Certificates for Payment~~ payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. ~~The Architect~~A third party consultant will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a

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response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the

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arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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AIA® Document A102® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the *Construction Contract / IPD Date* day of October in the year Two Thousand Twenty-Six
~~*(In words, indicate day, month and year.)*~~

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

Miracle Mile Community Improvement District*Owner Legal Entity*
231 Bedford Road
Stockton, California 95204
(209) 639-3506
Owner Fax Number

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

Haggerty Construction*Contractor Legal Entity*
2474 Wigwam Dr
Stockton, California 95205
(209) 475-9898
Contractor Fax Number

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

MMCID Maintenance Substation
231 Bedford Road
Stockton, California 95204
Tenant improvement to an existing office space with MEP renovation and accessibility upgrades

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

WMB Architects*Architect Legal Entity*
5757 Pacific Avenue, Suite 226
Stockton, California 95207
209-944-9110
Architect Fax Number

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

This document is important legal consideration. Consult an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–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.

ELECTRONIC COPYING of any portion of this document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in this document.

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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. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

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.

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ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:
~~*(Check one of the following boxes.)*~~

[X] 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.

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

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
~~*(Check one of the following boxes and complete the necessary information.)*~~

[X] Not later than sixty (60) calendar days from the later of (a) execution of the Change Order establishing the construction Guaranteed Maximum Price, or (b) issuance of the building permit ~~the date of commencement of the Work.~~

~~[ ] By the following date:~~

§ 4.3.2 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
N/A	

§ 4.3.3 ~~If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.~~ Intentionally omitted

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:
~~*(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)*~~

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Ten percent (10%) for Contractors overhead and five percent (5%) for Contractors profit

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

For changes in the Work that increase the Cost of the Work, the Contractor's Fee shall be increased by fifteen percent (15%) of the net increase, consisting of ten percent (10%) overhead and five percent (5%) profit. For changes that decrease the Cost of the Work, the Contractor's Fee shall be reduced by five percent (5%) of the net decrease. The Change Order establishing the Guaranteed Maximum Price for construction shall be considered a change in the Work, and the Contractor's Fee shall be applied to the Cost of the Work established therein at fifteen percent (15%).

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

None

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
~~*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*~~

Item	Units and Limitations	Price Per Unit ($0.00)
N/A		

§ 5.1.6 Liquidated damages, if any:
~~*(Insert terms and conditions for liquidated damages, if any.)*~~

N/A

§ 5.1.7 Other:
~~*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*~~

~~*Other*~~N/A

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Fifteen Thousand Two Hundred Seventy-Four and 00/100 Dollars ($ 15,274.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ 5.2.2.2 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.)*~~

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Item	Price	Conditions for Acceptance
N/A		

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§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:
~~*(Identify each allowance.)*~~

Item	Price
N/A	

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
~~*(Identify each assumption.)*~~

The Guaranteed Maximum Price is based on the Architect's drawings dated 9/18/2026 and includes MEP design services only. ~~*Assumptions*~~

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§ 5.2.5
The Guaranteed Maximum Price established at execution of this Agreement is limited to the Contractor's MEP design services, in the amount stated in 5.2.1, and does not include the Cost of the Work for construction. Upon completion of the MEP design documents, coordinated with the Owner's architectural documents to a level sufficient for pricing, the Contractor shall submit to the Owner a proposed Guaranteed Maximum Price for construction, including the Contractor's Fee as set forth in Article 5 and a list of the drawings, specifications, assumptions, and clarifications on which it is based. Upon the Owner's acceptance, the construction Guaranteed Maximum Price shall be incorporated into this Agreement by Change Order.

If the Owner and Contractor do not agree on a construction Guaranteed Maximum Price after the Contractor's submission, either party may terminate this Agreement upon written notice, and the Owner shall pay the Contractor for design services performed through the date of termination, including the Contractor's Fee thereon.

After the construction Guaranteed Maximum Price is established, to the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
~~To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.~~

§ 5.2.6 ~~The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.~~ Intentionally omitted.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement.

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Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work~~, with the Owner's prior approval~~.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

~~*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*~~

See Exhibit C for personnel and hourly wages

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

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§ 7.3 Subcontract Costs
Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 ~~Costs of the Contractor's site office, including general office equipment and supplies.~~ Intentionally omitted.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 ~~Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.~~ Intentionally omitted.

§ 7.6.4 ~~Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by~~

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~~other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.~~Intentionally omitted.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 ~~Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.~~Intentionally omitted.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the

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related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

~~.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;~~

.21 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.32 Expenses of the Contractor's principal office and offices other than the site office;

.43 Overhead and general expenses, except as may be expressly included in Article 7;

.54 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

.65 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.76 Any cost not specifically and expressly described in Article 7; and

.87 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the

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difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner, plus the Contractor's Fee on such difference as provided in Section 5.1.2, together with any additional costs, including costs of delay or coordination, reasonably incurred by the Contractor as a result of the Owner's designation.

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§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Owner and 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.

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

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§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~fifth~~ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the ~~twenty (20th~~ day of the ~~same~~ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

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

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

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

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 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;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

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

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

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Five percent (5%)

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

All costs of the Contractor's MEP design services, including the Contractor's Fee thereon, general conditions, insurance, and the Contractor's Fee on items not subject to retainage.

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
~~*(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*~~

None

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, 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 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
~~*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*~~

An amount equal to one hundred fifty percent (150%) of the reasonable value of incomplete or uncorrected Work identified on the punch list at Substantial Completion, which amount shall be released as such items are completed.

§ 12.1.9 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.

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

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors~~, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment
§ 12.2.1 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;
.2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

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§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an ~~audit~~audit and shall complete any audit within thirty (30) days after commencing it.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 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:~~

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§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

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

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

1.5 % per month

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

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

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Alan M. Phillips of Phillips Building Consultants
P.O. Box 1778, Orangevale, CA 95662
(916) 728-2322
Initial Decision Maker Fax Number

§ 13.2 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:
~~*(Check the appropriate box.)*~~

[X] Arbitration pursuant to Section 15 of AIA Document A201–2017

~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other *(Specify)*~~

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

ARTICLE 14 TERMINATION OR SUSPENSION
§ 14.1 Termination
§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause
§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;
.2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for 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.)*~~

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Five percent (5%) of the Cost of the Work remaining to be performed under the Guaranteed Maximum Price at the time of termination. If termination occurs before the construction Guaranteed Maximum Price is established, the termination fee shall be the unpaid balance of the Guaranteed Maximum Price stated in Section 5.2.1.

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 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.

§ 15.2 The Owner's representative:
~~*(Name, address, email address and other information)*~~

Kailani Haro
231 Bedford Road
Stockton, California 95204
(209) 639-3506
Owner Representative's Fax Number
Owner Representative's Mobile Number
kailani@stocktonmiraclemile.com

§ 15.3 The Contractor's representative:
~~*(Name, address, email address and other information)*~~

Ryan Haggerty
2474 Wigwam Dr
Stockton, California 95205
209-475-9898
Contractor Representative's Fax Number
Contractor Representative's Mobile Number
Ryan@haggerty~~construction~~builds.net.com

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

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 ~~The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.~~ Intentionally omitted.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit, if completed, or as otherwise set forth below:~~

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~~*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

the Contract Documents.

§ 15.7 Other provisions:

§ 15.7.1 Cost of Design Services. The Cost of the Work includes the costs of MEP design services performed by the Contractor's design-build Subcontractors, including any engineers or design consultants retained by them, together with the Contractor's costs of managing and coordinating such design services.

§ 15.7.2 Design Responsibility. MEP design services shall be performed by design-build Subcontractors retained by the Contractor. The Contractor's design responsibility is limited to the mechanical, electrical, and plumbing (MEP) systems shown on the MEP design documents prepared by such Subcontractors, and the Contractor's obligations with respect to such design shall be no greater than those of its design-build Subcontractors. The Owner's Architect is responsible for the architectural design, code compliance of the architectural documents, and overall coordination of the Contract Documents. The Contractor and its Subcontractors shall be entitled to rely on the accuracy and completeness of the Architect's documents and information furnished by the Owner. Errors, omissions, or conflicts in the Architect's documents, or changes to them after the MEP design has been prepared, shall entitle the Contractor to an adjustment of the Guaranteed Maximum Price and Contract Time by Change Order.

§ 15.7.3 Standard of Care. MEP design services shall be performed with the degree of care and skill ordinarily exercised by design-build contractors and design professionals performing similar services in the same locality at the time the services are performed. The Contractor makes no other warranty, express or implied, regarding the design services.

§ 15.7.4 Ownership and Use of MEP Design Documents. The MEP design documents are instruments of service, and the Contractor and its Subcontractors retain all common law, statutory, and other reserved rights, including copyrights. Upon payment in full for the design services, the Owner shall have a nonexclusive license to use the MEP design documents solely for the construction, operation, maintenance, and repair of this Project. If the Owner uses the MEP design documents without the participation of the Contractor and the Subcontractors who prepared them, or for any other purpose, such use shall be at the Owner's sole risk, and the Owner shall release, defend, and indemnify the Contractor and its Subcontractors from any claims arising from such use.

§ 15.7.5 Design-Build Subcontractors. The Owner acknowledges that the MEP design-build Subcontractors performing design services are intended to perform the corresponding construction Work, and their construction pricing shall be included in the Contractor's proposed construction Guaranteed Maximum Price. The bidding requirements of Section 10.1 shall not apply to such Subcontractors. If the Owner requires that the MEP construction Work be performed by others, Section 10.1.1 shall apply, and the Owner's license under Section 15.7.4 shall be subject to the consent of the Subcontractors who prepared the MEP design documents.

§ 15.7.6 Existing and Concealed Conditions. The Project is a renovation of an existing building. The Guaranteed Maximum Price does not include costs arising from concealed or unknown conditions, including existing MEP systems, structural conditions, or utilities not visible or reasonably discoverable through visual observation before construction. Discovery of such conditions shall entitle the Contractor to an adjustment of the Guaranteed Maximum Price and Contract Time by Change Order in accordance with Section 3.7.4 of AIA Document A201–2017.

§ 15.7.7 Hazardous Materials. The Guaranteed Maximum Price excludes the identification, testing, abatement, removal, and disposal of asbestos, lead-based paint, mold, PCBs, and other hazardous materials.

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If such materials are encountered, the Contractor shall stop work in the affected area and proceed in accordance with Section 10.3 of AIA Document A201–2017.

§ 15.7.8 Permits and Fees. Unless otherwise stated in the Contract Documents, the Contractor shall obtain the building permit, and the costs of permits, plan check, inspection, and utility connection fees shall be paid for by the Owner.

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ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

.1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 ~~Building information modeling exhibit, dated as indicated below:~~

~~*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*~~

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Date of building information modeling exhibit

.5 Drawings

Number	Title	Date
T1.1	Title Sheet	9/18/2026
T2.1	Occupancy & Egress Plan	9/18/2026
T2.2	Calgreen Code Compliance	9/18/2026
T3.1	Accessibility, Posted, Signage Plan & Details	9/18/2026
D2.1	Demolition Plans	9/18/2026
A2.1	Floor Plan	9/18/2026
A3.1	Exterior Elevation & Details	9/18/2026
A6.1	Details	9/18/2026
A8.1	Door & Glazed Frame Schedule	9/18/2026
A9.1	Reflected Ceiling Plan	9/18/2026
A10.2	Interior & Casework Elevations	9/18/2026

.6 Specifications

Section	Title	Date	Pages
N/A			

.7 Addenda, if any:

Number	Date	Pages

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N/A

~~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 16.~~

.8 Other Exhibits:
~~*(Check all boxes that apply.)*~~

~~[ ] 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~~

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit B	Contractors Proposal		2
Exhibit C	Haggerty's Fee Schedule & Standard Billing Rates	N/A	1
Exhibit D	SB440_SB61_Addendum 01.01.2026	1/01/2026	2

~~.9 Other documents, if any, listed below:~~
~~*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*~~

Other documents

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

Signature	*Signature*
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Kailani Haro, Executive Director	BY: Ryan Haggerty, President
(Printed name and title)	*(Printed name and title)*

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Miracle Mile Community Improvement District
MMCID

ACTION PACKET
November 11, 2026

Agenda Item 3.2
Consent Item

Approval of Application for Revocable Permit Related to Banner Poles

Permit, invoice, and MMCID acceptance are attached.

Recommended Action
It is recommended that the board approve the Application and Acceptance of Revocable Permit Related to Banner Poles at Pacific Avenue and Pine Street/Tuxedo Court.

October 26, 2026

Community Development Director
City of Stockton
501 W. Weber Avenue, Building 2
Stockton, CA 95203

REVOCABLE PERMIT ACCEPTANCE FOR PRIVATE IMPROVEMENTS IN THE PUBLIC WAY

I/we accept Revocable Permit No. 26-1902 issued by the Community Development Director of the City of Stockton on October 26, 2026 for the installation and maintenance of private improvements within the City right-of-way. In accordance with the provisions of Section 3 of the Standard Conditions Applicable to Revocable Permits, I/we ask that the rights be conferred as outlined in the Standard Conditions Applicable to Revocable Permits adopted by Resolution 2020-07-14-1104 on July 14, 2020.

Kailani Haro 11/10/26
(Signature) (Date)

Kailani Haro
Executive Director
Miracle Mile Community Improvement District
221 Tuxedo Ct.
Stockton, CA 95204

CITY OF STOCKTON
Community Development Department

INVOICE

Record Number: RP26-1902

Site Address: 221 TUXEDO CT STOCKTON, CA 95204
Parcel Number:
Invoice Number: 303047
Invoice Date: 10/26/2026
Detail Description: Transfer ownership from Sign Hanger's to Miracle Mile Improvement District
Banner Poles at Pine St./ Tuxedo Av. & Pacific Av.

Payment Details

Description	Quantity	Fee
Technology Fee - Engineering	1.00	$64.80
Community Rating System Admin Fee - Engineering	1.00	$51.84
Revocable Permit	1.00	$864.00
	Total Fee:	**$980.64**

Online Payment Instructions

Step 1: Go to website: https://aca.accela.com/Stockton hover over the "Pay Permit Fees" button, then click on
Step 2: Search for your Record Number **RP26-1902** using the search bar in the **upper-right hand corner** of the page.
Step 3: Click on "Payments", then "Fees" in the drop-down list.
Step 4: Select the "Pay Fees" link to the right of the list of fees.
Step 5: Review the list of fees and select "Continue Application" at the bottom of the page.

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CITY OF STOCKTON

REVOCABLE PERMIT
MIRACLE MILE BANNERS

Permit No.: RP26-1902
Date: October 26, 2026

Locations: **2301 Pacific Avenue Stockton, CA**

Permittee: **MIRACLE MILE IMPROVEMENT DISTRICT**
221 TUXEDO CT.
STOCKTON, CA 95204

In accordance with Ordinance 015-09, a permit revocable at the discretion of the Community Development Director of the City of Stockton is hereby granted to:

MIRACLE MILE IMPROVEMENT DISTRICT

To transfer ownership of existing banner poles from Sign Hanger's to Miracle Mile Improvement District and perpetuate the maintenance of said existing banner poles installed at 2301 Pacific Avenue Stockton, CA.

This permit is granted under the following terms and conditions:

1. This revocable permit is granted subject to the Standard Conditions Applicable to Revocable Permits adopted by this City Council by Resolution No. 2020-07-14-1104 on July 14, 2020, and on file in the Office of the City Clerk of the City of Stockton.

2. The general location of the banner poles shall be as shown on the map attached. The precise location shall be determined in the field by the City of Stockton. In no case shall any banner pole be installed within a pedestrian path of travel or vehicle travel way.

3. The issuance of this permit by the City does not create any agency on the part of the

Permittee, and the permittee will hold the City of Stockton harmless for any action for damages arising out of the Permittee's activities performed under this permit.

4. In accordance with Section 1(h) of the "Standard Conditions Applicable to Revocable Permits," the permittee shall provide and keep in force during the term of the permit a policy of public liability insurance against liability for injuries to persons or property arising out of accidents attributable to the structure on City property, in amounts to be determined by the Risk Manager. The policy of insurance so provided shall contain a contractual liability endorsement covering the liability assumed by the Permittee by the terms of his permit and shall contain a provision that such policy may not be canceled except after thirty (30) days notice in writing to be given to the Risk Manager. The copies of these policies or certificates evidencing the same shall be filed with the Risk Manager of the City after approval of the City Attorney.

5. Permittee, or his contractor, shall obtain an Encroachment Permit for the installation of the banner poles.

6. Future maintenance that exceeds regular maintenance, and/or removal of the banner poles shall require an additional Encroachment permit.

7. Any construction operations that create loud noise shall be confined between the hours of 8 a.m. and 5 p.m.

8. The barricading of any portion of City streets shall be subject to the approval of the City Traffic Engineer. Traffic cones and warning signs shall be used to direct traffic and shall be installed in accordance with the California Manual on Uniform Traffic Control Devices.

9. Permittee, or his contractor, shall remove all Underground Service Alert markings following completion of the banner pole installation and restore any damaged sidewalk resulting from re-installation or removal of existing banner poles.

10. The Permittee has posted a security of $2,500.00 with the City Community Development Department

GEMMA BISCOCHO P.E.
PRINCIPAL CIVIL ENGINEER
CDD/PLANNING & ENGINEERING SERVICES

TIME

PROOFS

SLIPS

10-57

ORDINANCE NO. 3408-C.S.

AN ORDINANCE GRANTING TO MINA-TREE SIGNS, INC., A REVOCABLE PERMIT TO MAINTAIN TWO BANNER STANDARDS WITHIN THE PUBLIC RIGHT OF WAY OF PACIFIC AVENUE AT PINE STREET.

Be it ordained by the Council of the City of Stockton, as follows:

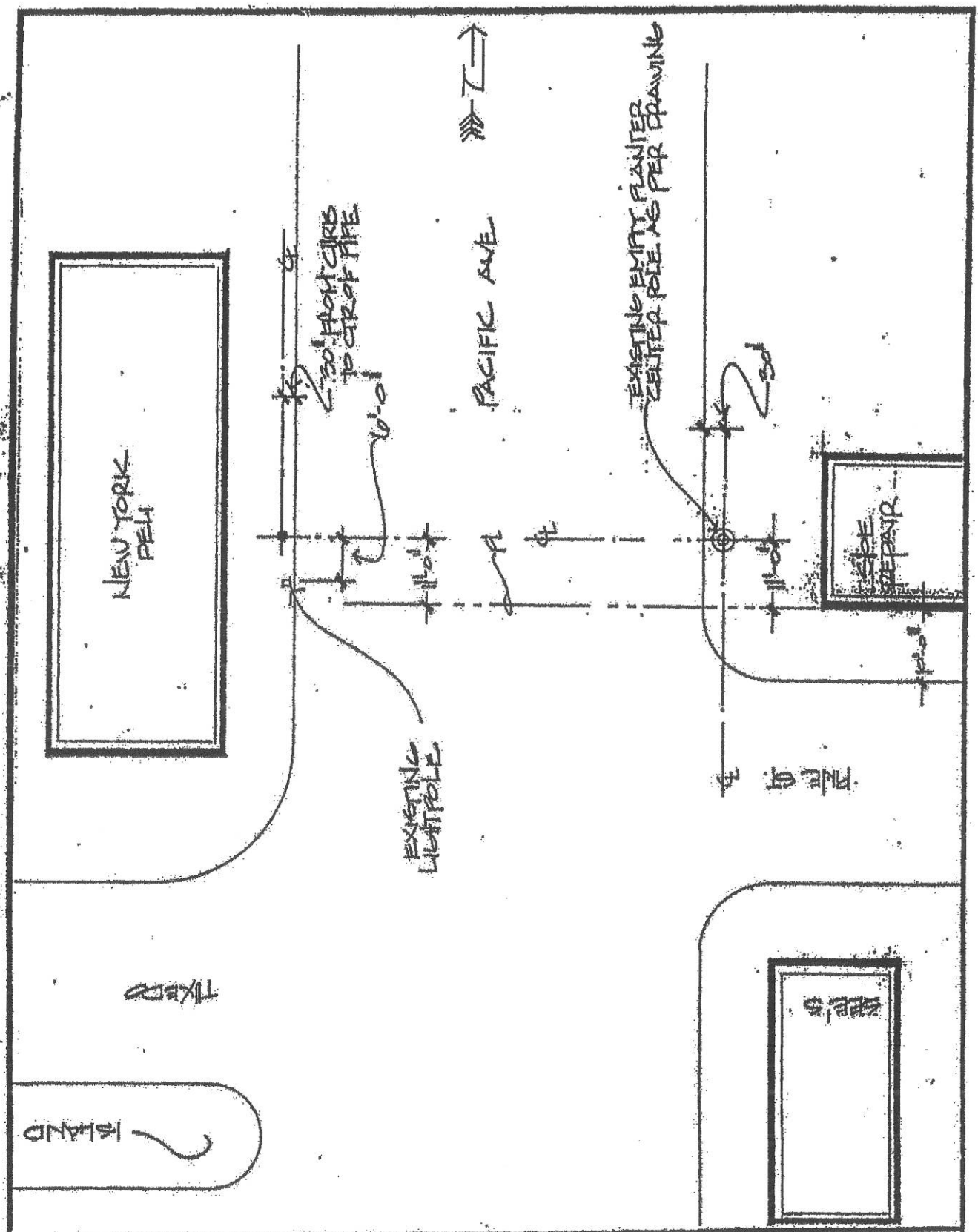
Section 1. That a permit revocable at the pleasure of the City Council is hereby granted to MINA-TREE SIGNS, INC., to install and maintain banner standards within the public right-of-way, more specifically described as follows:

> Two banner standards located in the sidewalk areas of Pacific Avenue approximately 11 feet north of the north line of Pine Street.

Section 2. This revocable permit is granted subject to the standard conditions applicable to revocable permits adopted by this City Council by Resolution No. 22,578 on December 5, 1960, and on file in the office of the City Clerk of the City of Stockton.

Section 3. This ordinance shall take effect and be in full force from and after thirty (30) days from its final passage.

Ord 84-08 C.S.



No.	Revised	By

Drawn by M. BEHLKE

Checked by

Scale 1"=20'-0"

BANNER POLE RELOCATION
BY MINA TREE SIGNS INC.
STOCKTON CA

CITY OF STOCKTON
DEPARTMENT OF PUBLIC WORKS

Approved by

City Engineer

Date 10-4-80

Drawing No.

CERTIFICATE

This is to certify that Ordinance No. 3408-C.S. was passed to print by the City Council of the City of Stockton, on the 3rd day of November 1980, by the following vote:

Ayes – Councilmen Clayton, Fass, Madden, Nabors, Paige, Sousa, White and Mayor O'Brien.

Noes – ~~Councilmen~~ None.

Absent – Councilmen Rue.

Stockton, Cal., November 3, 1980

City Clerk of the City of Stockton

This is to certify that on the 7th day of Noveber, 1980, I caused Ordinance No. 3408-C.S. with the ayes and noes, to be published in the Stockton Record, a daily newspaper of general circulation, published and circulated in the City of Stockton, being the official newspaper of the City of Stockton as provided by the Charter of the City of Stockton.

Stockton, Cal., November 10, 1980

City Clerk of the City of Stockton

This is to certify that Ordinance No. 3408-C.S. was finally passed and adopted by the City Council of the City of Stockton on the 10th day of November, 1980, by the following vote:

Ayes – Councilmen Clayton, Fass, Nabors, Paige, Rue, Sousa and Mayor O'Brien.

Noes – ~~Councilmen~~ None.

Absent – Councilmen Madden and White.

Stockton, Cal., November 10, 1980

City Clerk of the City of Stockton

Resolution No. 2020-07-14-1104

STOCKTON CITY COUNCIL

RESOLUTION APPROVING AMENDMENTS TO THE STANDARD CONDITIONS APPLICABLE TO REVOCABLE PERMITS TO MODIFY THE CONDITION RELATED TO SIDEWALK CAFES AND UPDATE OUTDATED REFERENCES AND REQUIREMENTS

Ordinance No. 028-00 (Revocable Permits), and Resolution 00-0554 (Standard Conditions Applicable to Revocable Permits), adopted on November 14, 2000, recognize the use of a portion of the public sidewalk immediately adjacent to a café or restaurant business use for dining/seating area; and

For eating establishments that provide outdoor restaurants with full bar services, a City use permit and specific Alcoholic Beverage Control (ABC) license Type 47 (full bar service) are required; and

Business owners have requested an amendment to remove the specific license Type 47 requirement to allow sidewalk dining/seating food establishments to serve alcoholic beverages according to their current liquor license type; and

The Standard Conditions Applicable to Revocable Permits also contains references that are no longer current. The proposed amendments remove references to the Director of Public Works as the issuing authority, consistent with the Stockton Municipal Code 16.72.127, and remove references to an old Uniform Building Code (UBC) standard and update it with the current California Building Code (CBC); now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council approves the amendment to the Standard Conditions Applicable to Revocable Permits, a copy of which is attached as Exhibit 1 and incorporated by this reference.

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2. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED July 14, 2020.

MICHAEL D. TUBBS
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

CITY OF STOCKTON
STANDARD CONDITIONS APPLICABLE TO REVOCABLE PERMITS

1. Revocable permits are granted upon each of the conditions herein set forth which conditions Permittees agree, by the acceptance of said permits, to faithfully perform.

a. Permittees, their successors or assigns shall faithfully comply with all ordinances of the City of Stockton and all provisions of the Stockton Municipal Code.

b. Any construction contemplated hereby shall be made to the complete satisfaction of the Director of the City of Stockton who shall be given notice before construction commences and after its completion. All existing sidewalk and other public improvements disturbed by the installation of said improvements shall be replaced by Permittees, their successors or assigns to the official grade and to the satisfaction of the Director.

c. Any construction and installation shall be in strict conformity with all of the applicable provisions of the Stockton Municipal Code and permission for the actual installation shall be obtained from the applicable department or departments of the City of Stockton.

d. Permittees, their successors or assigns shall at all times maintain said installation in good condition and shall immediately repair any settlement of sidewalk, sidewalk area or other improvements due to said installation.

e. Permittees, their successors or assigns shall, during the continuance of this permit, indemnify and save harmless the City of Stockton from all damages, costs or charges of any kind or character arising out of or relating thereto or in any way connected with the construction, installation or maintenance of the installation referred to herein.

f. Permittees, their successors or assigns shall, during the continuance of such permit, be responsible for and pay any and all damages of whatsoever kind or character arising out of or relating thereto or in any way connected with the construction, installation or maintenance of the installation referred to herein. The Director may require, as a guarantee of the good faith of said Permittees and for the faithful performance of the purposes mentioned herein, that the said Permittees, their successors or assigns shall file with the City Clerk of the City of Stockton a good and sufficient bond in a sum to be determined by the Director. Said bond shall be maintained in force for such period of time as shall be determined by the Director.

g. The Permittees, their successors or assigns shall, at their own cost and expense, defend any and all lawsuits, if any, arising out of or in any way connected with the construction, installation and maintenance of the installation mentioned herein.

h. Insurance: The Director may require that the Permittee provide and keep in force during the term of the permit a policy of general liability insurance against liability for injuries to persons or property arising out of accidents attributable to the use of City property, in amounts to be determined by the Director with limits of at least $1 million for each occurrence, and name the City of Stockton, by separate endorsement, as an additional insured. The policy of insurance so provided shall contain a contractual liability endorsement covering the liability assumed by the Permittee by the terms of his permit and shall contain a provision that such policy may not be canceled except after thirty (30) days' notice in writing to be given to the Director. The copies of these policies or certificates evidencing the same shall be filed with Risk Management.

i. Permittees shall complete the installation and return the surface of the public easement to its original or better condition within thirty (30) days.

j. At the termination of such permit, the Permittees, their successors or assigns shall remove from City property the said installation mentioned herein and shall place the surface of the ground in its original condition or a better condition. Failure to do so within thirty (30) days after revocation of such permit shall be authority for the City to remove said installation from the City premises and repair the ground to its original or better condition. The Permittees, their successors or assigns shall promptly pay the City the expense and charges incurred in such removal and the replacement of the premises to present or better condition.

2. Permittees for a sidewalk cafe agree to the following conditions in addition to those stated above.

a. Sidewalk cafes shall be used only as seating areas for a use that serves food and/or beverages. Tables and/or chairs must be movable. Placement of tables and/or chairs shall be limited to the sidewalk area frontage adjacent to the building and the exact number allowed shall be stated on the permit.

b. No alcohol shall be served outside unless the business has an appropriate ABC license (restaurant). No music, dancing or live entertainment shall be allowed outside. No kitchen, restroom or storage shall be allowed outside. An employee must be specifically assigned to serve the outside area at all times when alcohol is being served. All applicable conditions of the Use Permit shall apply to the outside area. No additional off-street parking shall be required.

c. Sidewalk cafes shall not obstruct sidewalk pedestrian traffic, accessibility to vehicles parked adjacent to the curb, or create public health or safety hazards. A four-foot minimum clear dimension for pedestrian use is required between property line and edge of curb. This clear zone area must be paved to City sidewalk standards and unobstructed by street furniture, light standards, poles, fire hydrants, etc.

d. If alcohol is served pursuant to 2.b., a decorative portable barrier separating the outdoor cafe seating area from adjacent pedestrian traffic must be provided. The design and materials of such element must complement and be compatible to the architectural design of the restaurant building facade or of a design that adds visual interest to the streetscape.

e. Sidewalk cafes may be uncovered, partially covered or fully covered by means of umbrellas, awnings or canopies. Any awning or canopy material covering a sidewalk cafe shall be temporary or retractable and may extend over the public right-of-way from the face of the building up to the maximum clear zone dimension of four feet. Width and height of awnings and canopies shall meet CBC requirements. Awnings, canopies, umbrellas must be made of fire-treated or non-flammable materials. Decorative/accent lighting may be incorporated into the outdoor cafe awning or canopy and shall meet all City Code requirements.

3. Each section of these Standard Conditions are hereby declared to be an independent section or part of a section. If, for any reason, any section or part thereof is declared to be invalid, the remainder of such revocable permit shall not be affected thereby.

4. Permittees shall have twenty (20) days from and after the approval of the revocable permit within which to file a written acceptance of such revocable permit with the City of Stockton and no rights shall be conferred thereby until the acceptance is filed.

Miracle Mile Community Improvement District
MMCID

ACTION PACKET
November 11, 2026

Agenda Item 3.3
Consent Item

Approval of Façade Grant Program Subject to City of Stockton Review

MMCID's Façade Improvement Grant Program and related documents are attached.

Recommended Action
It is recommended that the board approve the Façade Grant Program subject to City of Stockton review and approval.

MIRACLE MILE COMMUNITY IMPROVEMENT DISTRICT

Façade Improvement Grant Program

2026 GRANT CYCLE TIMELINE

Jan 1	Feb 1	Feb 8	Feb 10	Feb 12	Feb 26
Window opens	Window closes (5 p.m.)	Committee recommends	Board vote	Decision letters	Agreements signed

1. APPLICATION WINDOW (JAN 1 – FEB 1, 2027)

Date	Milestone	Details	Who
Fri, Jan 1, 2027	**Window opens**	Applications accepted by email at info@stocktonmiraclemile.com.	Applicants
Thu, Jan 7 (suggested)	Applicant info session	Walk through eligibility, the cost share, paying up front, prevailing wage, and required documents.	MMCID staff
Fri, Jan 15	Halfway reminder	Email and social media reminder.	MMCID staff
Mon, Jan 25	One-week reminder	Final reminder: one week left to apply.	MMCID staff
Mon, Feb 1, 5:00 p.m.	**Window closes**	Applications received after the deadline are not considered in this window.	Applicants

2. REVIEW AND AWARD (FEBRUARY 2027)

Date	Milestone	Details	Who
Tue, Feb 2 – Mon, Feb 8	Scoring	Committee members score each eligible application (100 points).	Committee
Mon, Feb 8	Committee recommendations	Committee ranks applications by score and recommends awards, amounts, and any conditions within the funding available.	Committee
Wed, Feb 10	**Board vote**	Board votes on final approval of the recommended awards.	Board
Fri, Feb 12	Written decisions	Letters to all applicants: approved, approved with conditions, more information needed, or declined.	MMCID staff
Fri, Feb 12 – Fri, Feb 26	Grant agreements	Staff completes Exhibit A (scope and grant maximum) and Exhibit B (conditions). Grantee and owner sign first; MMCID signs last.	Staff / grantees

3. PROJECT AND REIMBURSEMENT (2027)

*Deadlines count from each grantee's own Effective Date (the date MMCID signs). Dates below assume an agreement effective **Fri, Feb 26, 2027**. Grantees may request up to two (2) extensions of 60 calendar days each, in writing and subject to MMCID approval, for a maximum completion period of 300 calendar days from the Effective Date.*

Date	Milestone	Details	Who
Before work begins	Contractor information	Grantee gives MMCID each contractor's DIR registration number and notifies MMCID when work starts.	Grantee
Tue, Apr 27, 2027	**Construction must begin**	60 days after the Effective Date.	Grantee
Wed, Aug 25, 2027	**Completion deadline**	180 days after the Effective Date: all work finished, permits signed off, façade code violations resolved, and lighting working.	Grantee
Thu, Dec 23, 2027	Latest completion with extensions	Maximum completion date if both 60-day extensions are approved (300 days after the Effective Date).	Grantee
Within 10 days of completion	Notice of completion	Grantee notifies MMCID in writing that the work is finished.	Grantee
Within 45 days of completion (no later than Sat, Oct 9, 2027)	Reimbursement request due	Exhibit C package: invoices, proof of payment, certified payroll, lien releases, final permits, and after photos. If anything is missing, the grantee has 30 days to correct it.	Grantee
Within 45 days after the request is confirmed complete (about Nov 23, 2027 at the latest)	MMCID payment	MMCID verifies the work and issues one reimbursement payment.	MMCID staff

4. COMPLIANCE PERIOD (2027 – 2031)

Date	Milestone	Details	Who
48 months from payment (about Nov 2031 at the latest)	4-year commitment	Grantee keeps the improvements in good condition and the lights on dusk to dawn. Repayment applies if the business closes or moves, the property is sold, or the work is removed or not maintained.	Grantee

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MIRACLE MILE COMMUNITY IMPROVEMENT DISTRICT

FAÇADE IMPROVEMENT GRANT AGREEMENT

This Façade Improvement Grant Agreement (this "**Agreement**") is entered into by and among the Miracle Mile Community Improvement District ("**MMCID**"), the grant recipient named in the Key Terms below ("**Grantee**"), and, if Grantee is a tenant, the owner of record of the Property named below ("**Owner**"). MMCID, Grantee, and Owner are each a "**Party**."

KEY TERMS

Grantee (legal name)	
Grantee is the	☐ Property Owner ☐ Business Tenant
Business name (DBA), if different	
Owner (complete only if Grantee is a tenant)	
Property address (the "Property")	_____, Stockton, CA _____
Assessor's Parcel Number (APN)	
Total Approved Project Cost	$ (from Exhibit A, Line A)
Grant Award Maximum	$ (from Exhibit A, Line F; may not exceed $20,000)
Special Conditions	☐ None ☐ Yes — see Exhibit B
Effective Date	The date MMCID signs this Agreement. MMCID signs last, after Grantee and Owner (if applicable).
Construction start deadline	60 days after the Effective Date
Completion deadline	180 days after the Effective Date. Applicants may request up to **two (2) extensions of 60 calendar days each**, for a maximum completion period of **300 calendar days** from the Effective Date. All extension requests must be submitted in writing and are subject to approval by the Miracle Mile Community Improvement District (MMCID).
Reimbursement Request deadline	45 days after Completion
Compliance Period	48 months, beginning on the date MMCID issues the grant payment

If any entry in this table conflicts with the body of this Agreement, the body of this Agreement controls.

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RECITALS

A. MMCID is a 501(c)(3) nonprofit organization serving the Miracle Mile commercial corridor along Pacific Avenue in Stockton, California. The area within the boundaries of the Miracle Mile Community Improvement District is referred to in this Agreement as the "**District.**"

B. MMCID operates the Façade Improvement Grant Program (the "**Program**") to help property owners and businesses improve exterior lighting, safety, storefront appearance, accessibility, and overall streetscape quality in the District. Exterior lighting is the required foundation of every Program project.

C. Grantee submitted a Program application (the "**Application**"). MMCID reviewed the Application, and the MMCID Board of Directors approved a grant for the project described in Exhibit A, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the Parties agree as follows:

1. GRANTEE AND OWNER REPRESENTATIONS

Grantee represents to MMCID, and Owner represents as to the statements about the Property, that the following are true on the date they sign this Agreement. Grantee will notify MMCID in writing promptly if any of them stops being true before MMCID issues the grant payment.

(a) The Property is located within the District.

(b) The Property is in good standing with the City of Stockton and San Joaquin County, with no delinquent taxes or assessments, outstanding fees, judgments, or liens (other than mortgages or deeds of trust in good standing). Any outstanding code violations at the Property related to the façade will be corrected as part of the Approved Scope of Work.

(c) Grantee is either (i) the owner of record of the Property or (ii) a tenant of the Property under a current written lease, with Owner's written approval of the improvements, which Owner gives by signing this Agreement.

(d) The Property does not qualify for the City of Stockton Commercial Façade Improvement Forgivable Loan Program.

(e) No other grant, loan forgiveness, insurance payment, or third party has paid or will pay for any cost Grantee submits for reimbursement under this Agreement.

(f) All information and documents in the Application, and all information and documents Grantee submits under this Agreement, are true, complete, and accurate.

2. APPROVED SCOPE OF WORK

2.1 Approved Scope. Grantee will complete, or cause to be completed, the improvements described in Exhibit A (the "**Approved Scope of Work**"). Exhibit A lists the approved improvements by tier, the approved budget, and the approved design documents.

2.2 Exterior Lighting Required. Every project must include Tier 1 exterior lighting (storefront and pedestrian). Tier 2 improvements are funded only together with Tier 1 lighting. MMCID approved Tier 2 improvements based on the existing condition of the storefront, and Exhibit A includes the repair or replacement of each façade element MMCID identified as showing obvious damage,

deterioration, or dilapidation. MMCID will not reimburse any cost unless the Tier 1 lighting in Exhibit A is fully installed and operational.

2.3 **Design Documents.** The approved design documents are listed in Exhibit A. Most projects require a storyboard or concept board (annotated photos, material and color samples, and simple mockups). A full architectural rendering is required only when MMCID determines that the scope warrants it, such as structural changes, significant alterations to the façade, or work on a building of historic significance.

2.4 **Changes.** Grantee may not change the Approved Scope of Work, including materials, colors, fixtures, signage design, or layout, without MMCID's prior written approval. The MMCID Executive Director may approve changes in writing, including by email. If Grantee is a tenant, Grantee must also obtain Owner's written consent to any material change. Approved changes do not increase the Grant Award Maximum unless the Parties sign a written amendment. MMCID will not reimburse work that was not approved. If Grantee makes a material change without approval, MMCID may withhold reimbursement for the affected work or terminate this Agreement under Section 11.

3. GRANT AMOUNT AND COST SHARE

3.1 **Cost Share.** MMCID will reimburse Grantee for (a) 100% of the first $5,000 of Eligible Costs, plus (b) 50% of Eligible Costs above $5,000. Grantee is responsible for the remaining 50% of Eligible Costs above $5,000.

3.2 **Grant Award Maximum.** MMCID's total payment under this Agreement will not exceed the Grant Award Maximum stated in the Key Terms and in Exhibit A. The Grant Award Maximum is calculated from the approved budget using the cost share in Section 3.1 and may not exceed $20,000. Grantee is solely responsible for all project costs that MMCID does not reimburse, including cost overruns and costs above the Grant Award Maximum.

3.3 **Based on Actual Costs.** The grant payment is calculated on Eligible Costs actually incurred and paid by Grantee and verified by MMCID, not on estimates. If actual Eligible Costs are lower than the approved budget, the grant payment will be recalculated using the cost share in Section 3.1. The grant payment will not exceed the Grant Award Maximum, even if actual costs are higher than budgeted.

3.4 **Example.** For a project with $35,000 in verified Eligible Costs, MMCID pays the first $5,000 plus 50% of the remaining $30,000 ($15,000), for a total grant of $20,000. Grantee pays the other $15,000.

3.5 **Reimbursement Only.** This This is a reimbursement-based grant. MMCID will not issue advance payments, deposits, or progress payments. MMCID will issue a single reimbursement payment upon Completion of the approved project and approval of a complete Reimbursement Request in accordance with Section 7. All reimbursement payments will be made directly to the Applicant.

3.6 **Reserved Funds.** MMCID has reserved the Grant Award Maximum for this project. If this Agreement terminates, or if the grant payment is less than the Grant Award Maximum, the unused funds return to the Program.

4. ELIGIBLE AND INELIGIBLE COSTS

4.1 **Eligible Costs. "Eligible Costs"** are reasonable costs that are (a) for work in the Approved Scope of Work; (b) incurred after the Effective Date, unless Exhibit A or Exhibit B specifically approves an

earlier cost; (c) paid by Grantee directly to the contractor, vendor, or agency; and (d) documented as required by Section 7. Building permit fees and other City of Stockton fees required for the Approved Scope of Work are Eligible Costs if Grantee pays them directly and submits the receipts.

4.2 Ineligible Costs. The following are not Eligible Costs:

(a) work that is not in the Approved Scope of Work, or changes not approved under Section 2.4;

(b) costs incurred, or work started, before the Effective Date, unless Exhibit A or Exhibit B specifically approves them;

(c) interior improvements, and routine maintenance or repairs that are not part of the Approved Scope of Work;

(d) the value of labor performed by Grantee, Owner, or their owners, employees, or family members;

(e) furniture, movable equipment, and other items not permanently attached to the building, unless approved in Exhibit A;

(f) costs paid in cash, or costs that cannot be verified with proof of payment under Section 7;

(g) late fees, penalties, fines (including code enforcement fines), interest, and financing charges;

(h) costs paid or reimbursed by another grant, insurance, or third party; and

(i) Grantee's or Owner's own legal, accounting, or administrative expenses.

5. CONTRACTORS, PERMITS, AND COMPLIANCE

5.1 Contractors and Vendors. All work must be performed by contractors holding any license required by California law for that work, including a California Contractors State License Board license where required (for example, for electrical, landscaping, and sign installation work). Mural art, off-site sign fabrication, and other work that does not require a contractor's license may be performed by artists or vendors identified in Exhibit A or otherwise approved in writing by MMCID.

5.2 Related Parties. Before work begins, Grantee must disclose to MMCID in writing if any contractor or vendor is owned by, employs, or is related to Grantee or Owner. MMCID may require additional bids or documentation to confirm that related-party costs are reasonable.

5.3 Contractor Insurance. Grantee will require each contractor to carry workers' compensation insurance as required by California law and commercial general liability insurance of at least $1,000,000 per occurrence, unless MMCID approves a lower amount in writing. Grantee will provide certificates of insurance to MMCID on request.

5.4 Permits and Approvals. Grantee is responsible for obtaining all permits and approvals required for the work, including building, electrical, sign, and encroachment permits, and any historic review required by the City of Stockton. Grantee pays permit fees up front; those fees are reimbursable as Eligible Costs under Section 4.1, subject to the cost share in Section 3.1.

5.5 Codes and Standards. All work must comply with applicable federal, state, and local laws, codes, and standards, including City of Stockton building, electrical, zoning, and sign standards, and applicable accessibility requirements, including the Americans with Disabilities Act and the accessibility provisions of the California Building Code.

5.6 **Prevailing Wage.** The project is subject to California prevailing wage law (California Labor Code Section 1720 and following, and its implementing regulations). Grantee will, and will require each contractor and subcontractor to:

(a) pay every worker performing work on the project not less than the general prevailing rate of per diem wages determined by the Director of the California Department of Industrial Relations ("**DIR**") for the craft and locality, and pay overtime as required by law;

(b) include the prevailing wage requirements in every construction contract and subcontract for the project, and obtain bids that reflect prevailing wage rates;

(c) be registered with DIR under Labor Code Section 1725.5 when required by law, and give MMCID each contractor's and subcontractor's DIR registration number before work begins;

(d) keep certified payroll records as required by Labor Code Section 1776, submit copies to MMCID with the Reimbursement Request, and submit them to DIR when required by law;

(e) post all job site notices required by law; and

(f) comply with the apprenticeship requirements of Labor Code Section 1777.5 when they apply.

Grantee is solely responsible for any wages, penalties, or other amounts owed because of a failure to comply with this Section. MMCID may withhold reimbursement until Grantee provides documentation of compliance satisfactory to MMCID.

5.7 **MMCID Review Is Limited.** MMCID's review and approval of the Application, design documents, and completed work is solely for determining eligibility for Program funding. It is not an assessment or approval of structural engineering, architectural safety, construction quality, or compliance with building codes, and Grantee and Owner may not rely on it for those purposes.

5.8 **Payment of Contractors; Liens.** Grantee is solely responsible for paying its contractors, subcontractors, and suppliers and for keeping the Property free of mechanics' liens and stop payment notices arising from the project. If a lien or stop payment notice is recorded or served, MMCID may withhold payment until it is released.

6. PROJECT TIMELINE

6.1 **No Work Before Effective Date.** Grantee may not begin work on the Approved Scope of Work before the Effective Date, unless Exhibit A or Exhibit B specifically approves it.

6.2 **Start of Construction.** Grantee will begin construction within 60 days after the Effective Date and will notify MMCID when work begins.

6.3 **Completion.** Grantee will achieve Completion no later than 180 days after the Effective Date or approved extension date. "**Completion**" means that (a) all work in the Approved Scope of Work is finished; (b) all required inspections have passed and all required permits have received final sign-off; (c) any façade-related code violations at the Property have been resolved; and (d) the Tier 1 exterior lighting is installed and operational. Grantee will notify MMCID in writing within 10 days after Completion.

6.4 **Extensions.** The MMCID Executive Director may extend any deadline in this Agreement in writing for good cause, such as contractor, permitting, or material delays outside Grantee's control. Grantee must request an extension in writing before the deadline passes. Extensions totaling more than 120 days require approval of the MMCID Board of Directors.

6.5 **Missed Deadlines.** If Grantee misses a deadline in this Section 6 or in Section 7.1 without an approved extension, MMCID may terminate this Agreement by written notice. If MMCID terminates, it has no obligation to pay any costs, and the reserved funds return to the Program.

7. REIMBURSEMENT REQUEST AND PAYMENT

7.1 **Reimbursement Request.** Within 45 days after Completion, Grantee will submit a request for reimbursement (the "**Reimbursement Request**") using the checklist in Exhibit C. The Reimbursement Request must include:

(a) the signed Reimbursement Request certification in Exhibit C;

(b) final, itemized invoices from each contractor and vendor showing labor and materials for the work in the Approved Scope of Work;

(c) proof of payment for every invoice: cancelled checks (front and back), bank or credit card statements showing the payment cleared, or electronic payment receipts showing the payee, amount, and date. Cash payments will not be accepted;

(d) certified payroll records for each contractor and subcontractor, as required by Section 5.6;

(e) an Unconditional Waiver and Release on Final Payment, in the form required by California Civil Code Section 8138, from each contractor and vendor that performed work on the Property, and from any subcontractor or supplier MMCID reasonably requests;

(f) copies of all required permits showing final inspection approval or sign-off;

(g) receipts for any permit fees submitted for reimbursement;

(h) digital "after" photographs of the completed façade, including photographs of the exterior lighting at night, taken from the same positions as the photographs submitted with the Application; and

(i) an updated IRS Form W-9, if any information on the Form W-9 submitted with the Application has changed.

7.2 **Review and Inspection.** MMCID will review the Reimbursement Request and may inspect the completed work. If the Reimbursement Request is incomplete or the work does not match the Approved Scope of Work, MMCID will notify Grantee in writing, and Grantee will have 30 days after the notice to correct the deficiencies. A Reimbursement Request submitted by the deadline in Section 7.1 and completed within this correction period is timely.

7.3 **Payment.** MMCID will pay the approved grant amount within 45 days after MMCID determines that the Reimbursement Request is complete and the work has been verified. Payment will be made only to Grantee.

7.4 **Withholding.** MMCID may withhold all or part of the payment for work that is incomplete, unapproved, or does not match the Approved Scope of Work; for costs that are not Eligible Costs or are not properly documented; for missing prevailing wage documentation; for liens or stop payment notices; or for any uncured Default under this Agreement.

8. MAINTENANCE DURING THE COMPLIANCE PERIOD

8.1 **Compliance Period.** The "**Compliance Period**" begins on the date MMCID issues the grant payment and ends 48 months later.

8.2 **Maintenance Standard.** During the Compliance Period, Grantee will keep all funded improvements in good condition and repair, including by:

(a) keeping all funded exterior lighting in working order and illuminated from dusk to dawn every night, using a timer or photocell where practical, unless MMCID approves different hours in writing;

(b) replacing burned-out bulbs and failed fixtures;

(c) keeping the funded improvements clean and free of graffiti; and

(d) repairing damage, wear, or deterioration to the funded improvements.

8.3 **No Removal or Alteration.** During the Compliance Period, neither Grantee nor Owner will remove, replace, cover, or materially alter the funded improvements without MMCID's prior written approval.

8.4 **Notice and Cure.** If MMCID determines that the funded improvements are not being maintained as required, MMCID will give Grantee written notice describing the problem, with a copy to Owner if Grantee is a tenant. Grantee will correct the problem within 14 days after the notice for lighting that is not working, and within 30 days after the notice for all other items, or within a longer period MMCID approves in writing when a repair reasonably requires more time.

9. REPAYMENT

9.1 **Repayment Events.** The responsible Party must repay grant funds to MMCID, in the amount stated in Section 9.2, if any of the following occurs during the Compliance Period (each, a "**Repayment Event**"):

(a) If Grantee is a tenant: Grantee closes or stops operating its business at the Property, vacates the Property, assigns its lease, or sells its business or a controlling interest in it;

(b) If Grantee is the owner: Grantee sells or otherwise transfers the Property, or a controlling interest in the entity that owns the Property;

(c) Grantee removes, replaces, covers, or materially alters the funded improvements in violation of Section 8.3;

(d) Grantee fails to correct a maintenance problem within the cure period in Section 8.4; or

(e) If Owner is not the Grantee: Owner removes, replaces, covers, or materially alters the funded improvements in violation of Section 8.3.

Grantee is the responsible Party for the events in (a) through (d). Owner is the responsible Party for the event in (e).

9.2 **Repayment Amount.** The amount to be repaid depends on when the Repayment Event occurs:

When the Repayment Event occurs	Amount the responsible Party must repay
Months 1 through 12 of the Compliance Period	100% of grant funds paid
Months 13 through 24 of the Compliance Period	66% of grant funds paid
Months 25 through 48 of the Compliance Period	33% of grant funds paid

9.3 **Misrepresentation.** If Grantee or Owner made a material misrepresentation in the Application, in a Reimbursement Request, or in this Agreement, or submitted false documentation, the responsible Party must repay 100% of the grant funds paid, whenever the misrepresentation is discovered.

9.4 **Assumption by a New Owner or Business.** MMCID may, in its sole discretion, waive repayment if a new owner or business operator agrees in writing, on a form acceptable to MMCID, to assume the responsible Party's obligations under this Agreement for the rest of the Compliance Period.

9.5 **Waiver or Reduction.** The MMCID Board of Directors may waive or reduce any repayment in writing for good cause.

9.6 **Notice and Due Date.** The responsible Party must notify MMCID in writing within 10 days after any Repayment Event. Repayment is due within 30 days after MMCID's written demand.

10. INSPECTIONS, RECORDS, AND PUBLICITY

10.1 **Access.** Grantee and Owner will allow MMCID and its representatives, upon reasonable notice, to view and photograph the exterior of the Property and the funded improvements during construction, at Completion, and during the Compliance Period.

10.2 **Records.** Grantee will keep all records related to the project, including contracts, invoices, proof of payment, lien releases, and permits, through the end of the Compliance Period, and will provide copies to MMCID on request.

10.3 **Publicity.** MMCID may photograph the Property and the funded improvements and may use those photographs, the business name, the Property address, and a description of the project in MMCID reports, publications, website, social media, and promotional materials. Grantee will allow MMCID to place a temporary sign at the Property during construction identifying the project as supported by the Program.

11. DEFAULT AND REMEDIES

11.1 **Default.** Each of the following is a "**Default**": (a) any representation in Section 1 or in the Application is materially false or misleading; (b) Grantee or Owner fails to perform any obligation under this Agreement and does not cure the failure within 30 days after written notice from MMCID, or within any different cure period stated in this Agreement; or (c) Grantee abandons the project.

11.2 **Remedies.** Upon a Default, MMCID may do any or all of the following: (a) withhold or reduce payment; (b) terminate this Agreement by written notice; (c) require repayment of grant funds as provided in Section 9; and (d) pursue any other remedy available at law or in equity.

11.3 **Effect of Termination Before Payment.** If this Agreement terminates for any reason before MMCID issues the grant payment, MMCID has no obligation to pay any costs, including costs Grantee has already incurred.

11.4 **Termination by Grantee.** Grantee may terminate this Agreement by written notice to MMCID at any time before MMCID issues the grant payment.

12. INDEMNIFICATION AND RELEASE

12.1 **Indemnification.** To the fullest extent permitted by law, Grantee will defend, indemnify, and hold harmless MMCID and its directors, officers, employees, volunteers, and agents from and against all claims, demands, losses, damages, liabilities, fines, costs, and expenses (including reasonable

attorneys' fees) arising out of or related to: (a) the design, construction, installation, maintenance, presence, or removal of the improvements; (b) the acts or omissions of Grantee or its contractors, subcontractors, suppliers, employees, or agents; (c) mechanics' liens or stop payment notices; (d) any failure to comply with applicable laws, including prevailing wage law; and (e) injury to persons or damage to property arising from the project. Owner will do the same for claims arising from Owner's own acts or omissions. This Section does not apply to the extent a claim is caused by the sole negligence or willful misconduct of MMCID.

12.2 **Release.** Grantee and Owner release MMCID from any claim arising from the design, quality, performance, or failure of the improvements or from the work of any contractor, subcontractor, supplier, artist, or vendor, except to the extent caused by MMCID's gross negligence or willful misconduct.

13. RELATIONSHIP OF THE PARTIES

MMCID is not a party to any contract between Grantee and its contractors or vendors. Nothing in this Agreement makes MMCID a partner, joint venturer, agent, employer, or contractor of Grantee or Owner, and MMCID has no responsibility for supervising or directing the work. This Agreement creates no rights in any third party.

14. OWNER CONSENT AND OBLIGATIONS

This Section applies only if Grantee is a tenant. By signing this Agreement, Owner (a) confirms that Owner is the owner of record of the Property; (b) consents to the improvements described in Exhibit A; (c) agrees to Sections 8.3, 9.1(e), 9.2, 9.3, 9.6, 10.1, and 12 as they apply to Owner; and (d) agrees that the funded improvements will remain with the Property. Owner is not responsible for Grantee's maintenance or repayment obligations except as this Agreement expressly states. If Grantee is the owner of the Property, this Section does not apply and the owner is bound as Grantee.

15. TAXES

Grant payments may be taxable income to Grantee. MMCID may issue an IRS Form 1099 as required by law. Grantee is responsible for any tax consequences of the grant and should consult its own tax advisor.

16. CONFLICTS OF INTEREST

Grantee and Owner represent that none of their owners, officers, or immediate family members is an MMCID board member, officer, employee, or member of the MMCID Economic Development Committee, except as disclosed to MMCID in writing before this Agreement is signed. Any such grant will be reviewed under MMCID's conflict of interest policies and procedures.

17. GENERAL PROVISIONS

17.1 **Notices.** Notices under this Agreement must be in writing and delivered by hand, by U.S. mail, or by email to the addresses in the signature blocks below, or to another address a Party designates by notice. Notice is effective on delivery if delivered by hand, three days after mailing if sent by U.S. mail, and when sent if sent by email, unless the sender receives notice that the email was not delivered.

17.2 **Entire Agreement; Order of Precedence.** This Agreement, including its Exhibits, is the entire agreement of the Parties about the grant and replaces all prior discussions and understandings. The

Application is incorporated into this Agreement only as the basis for the representations in Section 1. If the Application, the Program brochure, or any other Program materials conflict with this Agreement, this Agreement controls. If Exhibit B (Special Conditions) conflicts with the body of this Agreement, Exhibit B controls.

17.3 **Amendments.** This Agreement may be amended only in a writing signed by MMCID and Grantee, and by Owner if the amendment affects Owner's obligations. Scope changes approved under Section 2.4 and deadline extensions approved under Section 6.4 do not require a formal amendment.

17.4 **Assignment.** Grantee may not assign this Agreement, or any right to payment under it, without MMCID's prior written consent.

17.5 **Governing Law and Venue.** This Agreement is governed by the laws of the State of California. Any legal action related to this Agreement must be filed in the Superior Court of California, County of San Joaquin.

17.6 **Attorneys' Fees.** In any legal action to enforce or interpret this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs.

17.7 **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect.

17.8 **No Waiver.** A Party's delay or failure to enforce any provision of this Agreement is not a waiver of that provision or of any other provision.

17.9 **Term and Survival.** This Agreement begins on the Effective Date and ends at the end of the Compliance Period, unless it is terminated earlier. Any repayment obligation that arose before this Agreement ends or is terminated, and Sections 9, 10.2, 11.2, and 12 through 17, survive the end or any termination of this Agreement.

17.10 **Counterparts; Electronic Signatures.** This Agreement may be signed in counterparts and with electronic signatures, each of which is treated as an original, and all of which together are one agreement.

17.11 **Authority.** Each person signing this Agreement represents that he or she is authorized to sign on behalf of, and to bind, the Party for which he or she signs.

17.12 **Headings.** Section headings are for convenience only and do not affect the meaning of this Agreement.

SIGNATURES

The Parties have signed this Agreement as of the Effective Date. **Signing order:** Grantee signs first, then Owner (if Grantee is a tenant), then MMCID. The date MMCID signs is the Effective Date.

GRANTEE

Legal name: _____

Signature: _____

Printed name: _____

Title: _____ Date: _____

Notice address: _____

Email: _____ Phone: _____

OWNER (required if Grantee is a tenant)

Owner of record: _____

Signature: _____

Printed name: _____

Title: _____ Date: _____

Notice address: _____

Email: _____ Phone: _____

MIRACLE MILE COMMUNITY IMPROVEMENT DISTRICT

Signature: _____

Printed name: Kailani Haro

Title: Executive Director Date (Effective Date): _____

Notice address: _____

Email: info@stocktonmiraclemile.com Phone: (209) 639-3506

EXHIBIT A

APPROVED SCOPE OF WORK AND GRANT CALCULATION

Grantee: _____ Grant No.: _____

Property address: _____

Is the building locally significant or a designated historic landmark? ☐ Yes ☐ No

Part 1 — Approved Improvements and Budget

List only approved work. Write "Not approved" for any Tier 2 element that is not part of this grant.

Tier	Improvement	Description of approved work	Contractor / vendor (DIR reg. no.)	Approved cost
Tier 1 Required	Exterior lighting (storefront and pedestrian)			$
Tier 2	Window and door replacement			$
Tier 2	Exterior finishes (paint, stone, stucco, and brick repair)			$
Tier 2	Awnings and canopies			$
Tier 2	Murals			$
Tier 2	ADA compliance improvements			$
Tier 2	Signage replacement and/or removal			$
Tier 2	Landscaping			$
Fees	City of Stockton permit fees (estimated)			$
Other	Other approved costs (for example, design services)			$
			Total Approved Project Cost (Line A below)	**$**

Part 2 — Grant Calculation

Line	Calculation	Amount
A	Total Approved Project Cost (from Part 1)	$
B	MMCID share of the first $5,000 (the lesser of Line A or $5,000)	$
C	Approved costs above $5,000 (Line A minus $5,000; if less than zero, enter $0)	$
D	MMCID share of costs above $5,000 (Line C × 50%)	$
E	Line B plus Line D	$
F	**Grant Award Maximum** (the lesser of Line E or $20,000)	**$**
G	Grantee's estimated share (Line A minus Line F)	$

The grant payment will be recalculated on actual verified Eligible Costs under Section 3.3 and will not exceed Line F.

Part 3 — Approved Design Documents (attach copies)

☐ Storyboard / concept board, dated _____

☐ Architectural rendering or plans, dated _____ (if required by MMCID under Section 2.3)

☐ Contractor and vendor bids or estimates

☐ Material, color, and fixture specifications, including exterior lighting fixture specification sheets

☐ "Before" photographs submitted with the Application

☐ Other: _____

Part 4 — Approval of Exhibit A

MMCID initials: _____ Date: _____ Grantee initials: _____ Date: _____

EXHIBIT B
SPECIAL CONDITIONS

The following conditions apply to this grant, in addition to the terms of the Agreement. These may include conditions set during application review (for example, when the reviewer recommends "Fund with conditions"). If there are none, write "None."

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

MMCID initials: _____ Date: _____ Grantee initials: _____ Date: _____

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EXHIBIT C

REIMBURSEMENT REQUEST CHECKLIST AND CERTIFICATION

Grantee: _____ Grant No.: _____

Property address: _____

Date of Completion: _____ Total Eligible Costs claimed: $_____

Submit within 45 days after Completion. All items below must be included for the request to be considered complete.

Required documents

- ☐ This signed checklist and certification
- ☐ Final, itemized invoices from each contractor and vendor (labor and materials shown separately)
- ☐ Proof of payment for every invoice: cancelled checks (front and back), bank or credit card statements showing the payment cleared, or electronic payment receipts. No cash payments.
- ☐ Certified payroll records for each contractor and subcontractor (prevailing wage, Section 5.6)
- ☐ Unconditional Waiver and Release on Final Payment (Cal. Civil Code § 8138) from each contractor and vendor that performed work on the Property, and from any subcontractor or supplier MMCID requests
- ☐ Copies of all required permits showing final inspection approval or sign-off
- ☐ Receipts for any permit fees submitted for reimbursement
- ☐ "After" photographs from the same positions as the Application photographs, including the exterior lighting at night
- ☐ Updated IRS Form W-9 (only if information has changed since the Application)

Grantee certification

I certify that: (1) the work described in Exhibit A is complete; (2) the attached invoices and proof of payment are true and accurate; (3) all costs claimed were paid by Grantee and have not been paid or reimbursed by any other source; (4) all contractors and vendors have been paid in full; and (5) the funded exterior lighting is installed and operational. I understand the maintenance and repayment obligations in Sections 8 and 9 of the Agreement.

Signature: _____ Printed name: _____ Date: _____

MMCID USE ONLY	
Date received:	Request complete? ☐ Yes ☐ No (notice sent: _____)
Inspected by:	Inspection date:
Verified Eligible Costs: $	MMCID share of first $5,000: $
50% of verified costs above $5,000: $	Approved grant amount (not above Exhibit A, Line F): $

Payment date and check / payment no.:	Approved by:
Compliance Period ends (36 months after payment):	

MIRACLE MILE COMMUNITY IMPROVEMENT DISTRICT

Façade Improvement Grant Program

PROGRAM GUIDELINES — 2026

These guidelines explain who can apply, what the grant pays for, how the money works, and what is expected of you before, during, and after your project. Please read them in full before you apply. When you sign the application, you agree to follow these guidelines.

If your application is approved, you will sign a Façade Improvement Grant Agreement with MMCID. The agreement is the binding contract for your project. If anything in these guidelines differs from your signed agreement, the agreement controls.

1. THE PROGRAM AT A GLANCE

The Façade Improvement Grant Program helps Miracle Mile property owners and businesses improve exterior lighting, safety, storefront appearance, accessibility, and overall streetscape quality along the corridor. Exterior lighting is the foundation of every project.

Maximum grant	Up to $20,000 per project
Grant type	Reimbursement — you pay for the work, then MMCID reimburses its share
Cost share	MMCID pays 100% of the first $5,000; costs above $5,000 are split 50/50
Required improvement	Exterior lighting (storefront and pedestrian) must be part of every project
How grants are awarded	Competitive — applications are accepted during 30-day application windows, scored, and awarded to the highest-scoring projects; final approval by the MMCID Board
Wages	California prevailing wage is required on all grant-funded work
Timeline	Start within 60 days and finish within 180 days of signing the grant agreement. Applicants may request up to two (2) extensions of 60 calendar days each, for a maximum completion period of 300 calendar days from the Effective Date. All extension requests must be submitted in writing and are subject to approval by the Miracle Mile Community Improvement District (MMCID).
Your commitment	Keep the improvements in good condition and the lights working for 4 years

2. WHO CAN APPLY

Eligible properties

The property must:

- Be located within the Miracle Mile Community Improvement District.

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- Be in good standing with the City of Stockton and San Joaquin County, with no delinquent taxes or assessments, outstanding fees, judgments, or liens. A mortgage or deed of trust in good standing does not disqualify a property.
- Have no outstanding code violations, except façade-related violations that will be corrected as part of the project.
- Not qualify for the City of Stockton Commercial Façade Improvement Forgivable Loan Program.

Eligible applicants

You must be one of the following:

- **The property owner**, or
- **A business tenant** with a current written lease and the property owner's written approval. The owner must sign the Property Owner Authorization on the application and, if the grant is approved, the grant agreement.

> **Property owners of tenant projects:** by signing the grant agreement, you consent to the improvements and agree that they stay with the building. For the 4-year compliance period, you agree not to remove or significantly change them without MMCID's approval, and you must repay the grant (on the schedule in Section 10) if you do. You are also responsible for claims arising from your own actions. You are not responsible for your tenant's upkeep or repayment obligations.

3. WHAT THE GRANT PAYS FOR

Tier 1 — Required

- **Exterior lighting (storefront and pedestrian).** Every application must include exterior lighting. It is the improvement this program is built around, and Tier 2 items cannot be funded without it. MMCID will not reimburse any part of your project until the approved lighting is fully installed and working.

Tier 2 — Approved based on storefront condition

Tier 2 funding is awarded based on the existing condition of your storefront. Priority goes to improvements that fix visible disrepair and bring the façade up to a safe, well-maintained standard. Any façade element with obvious damage, deterioration, or dilapidation must be repaired or replaced as part of the project.

- Window and door replacement
- Exterior finishes (paint, stone, stucco, and brick repair)
- Awnings and canopies
- Murals
- ADA compliance improvements
- Signage replacement and/or removal (new signs must meet City of Stockton sign standards and permit requirements)
- Landscaping

Eligible costs

A cost can be reimbursed only if it is:

- for work included in the approved scope of work in your signed grant agreement;

- incurred **after** the grant agreement is signed by everyone, unless your agreement specifically approves an earlier cost;
- paid by you directly to the contractor, vendor, or agency, by check, card, or electronic payment; and
- documented with an itemized invoice and proof of payment.

City of Stockton permit fees for the approved work are eligible if you pay them directly and keep the receipts. Other costs, such as design services, are eligible only if MMCID specifically approves them in your grant agreement.

Costs that are not eligible

- Work that is not in your approved scope, or changes MMCID did not approve in writing
- Work started or costs incurred before the grant agreement is signed (unless your agreement specifically approves them)
- Interior improvements, and routine maintenance or repairs outside the approved scope
- The value of labor performed by you or the property owner, or by your or their owners, employees, or family members
- Furniture, movable equipment, and items not permanently attached to the building (unless approved)
- Anything paid in cash, or that cannot be verified with proof of payment
- Late fees, penalties, fines (including code enforcement fines), interest, and financing charges
- Costs paid or reimbursed by another grant, insurance, or third party
- Your own legal, accounting, or administrative expenses

4. HOW THE COST SHARE WORKS

MMCID covers **100% of the first $5,000** of eligible costs. For eligible costs **above $5,000**, MMCID pays 50% and you pay 50%. MMCID's total share is capped at **$20,000**, which is reached on a $35,000 project.

Total eligible project cost	MMCID pays	You pay
$4,000	$4,000	$0
$15,000	$10,000	$5,000
$25,000	$15,000	$10,000
$35,000	$20,000 (maximum)	$15,000
$50,000	$20,000 (maximum)	$30,000

> **Important: you pay the full project cost up front.** This is a reimbursement grant. MMCID does not make advance or progress payments. You pay your contractors in full, and MMCID reimburses its share in one payment after the work is complete and your reimbursement request is approved. Plan your finances accordingly.

- The grant is based on your **actual** paid costs, not your estimates. If your project costs less than budgeted, the grant is recalculated using the same formula.
- The grant will never exceed the maximum amount in your grant agreement. Cost overruns are your responsibility.

5. PREVAILING WAGE REQUIREMENT

All grant-funded projects are subject to California prevailing wage law (California Labor Code Section 1720 and following). This means:

- Your contractors must pay every worker on the project at least the prevailing wage rates set by the California Department of Industrial Relations (DIR) for that trade, plus required overtime.
- Every contract and subcontract for the project must include the prevailing wage requirements.
- Contractors and subcontractors must be registered with DIR when the law requires it, and you must give MMCID their DIR registration numbers before work begins.
- Contractors must keep certified payroll records. You must submit copies with your reimbursement request.
- Contractors must post required job site notices and follow apprenticeship requirements when they apply.

> **Tell every contractor up front that this is a prevailing wage project** and get bids that reflect prevailing wage rates. Prevailing wage can raise project costs, so build it into your budget before you apply. You are responsible for any back wages or penalties if a contractor does not comply. Current rates and contractor registration are available from DIR at www.dir.ca.gov.

6. DESIGN REQUIREMENTS

- **Storyboard or concept board (most projects).** A board showing the proposed design through annotated photos, material and color samples, and simple mockups.
- **Full architectural rendering (only when needed).** A scaled, professionally prepared drawing, required when the scope warrants it, such as structural changes, significant alterations to the façade, or work on a building with historic significance.

MMCID staff will help you determine which your project needs and can recommend an architect or designer on request. Once approved, your design, including materials, colors, fixtures, and sign design, is part of your grant agreement. **Any change requires MMCID's written approval in advance**, and unapproved work will not be reimbursed. Approved changes do not increase your maximum grant amount unless MMCID agrees to a written amendment. If you are a tenant, material changes also need the property owner's written consent.

7. CONTRACTORS, PERMITS, AND INSURANCE

- **Licensed contractors.** Work must be done by contractors with any license California requires, including a Contractors State License Board (CSLB) license where required — for example, for electrical, landscaping, and sign installation work. Mural artists and off-site sign fabricators that do not need a contractor's license must be approved by MMCID.

- **Related parties.** If a contractor or vendor is owned by, employs, or is related to you or the property owner, you must tell MMCID before work begins. MMCID may ask for additional bids.
- **Insurance.** Contractors must carry workers' compensation insurance as required by law and general liability insurance of at least $1,000,000 per occurrence, unless MMCID approves a lower amount. MMCID may ask for certificates of insurance.
- **Permits.** You are responsible for obtaining all required permits and approvals, such as building, electrical, sign, and encroachment permits, and any required historic review. You pay permit fees up front; they are reimbursable under the cost share.
- **Codes and accessibility.** All work must meet City of Stockton building, electrical, zoning, and sign standards and applicable accessibility requirements. MMCID's approval of your project is for grant eligibility only — it is not a review of engineering, safety, or code compliance.
- **Paying your contractors.** You must pay your contractors in full and keep the property free of mechanics' liens.

8. STEP-BY-STEP PROCESS

Step 1 — Prepare your application

Get prevailing wage bids from your contractors, take photographs of your storefront, and gather your design concept if you have one. Each application window is open for only 30 days, so start collecting contractor bids early. Call MMCID with any questions.

Step 2 — Submit your application during an open window

MMCID accepts applications during application windows. Each window is open for 30 days, and MMCID announces each window in advance. Submit your completed, signed application and all required documents to MMCID at info@stocktonmiraclemile.com before the window closes. Required documents:

- Two photographs of the storefront and the surrounding area
- Completed IRS Form W-9
- Property owners: proof of ownership (mortgage statement, tax bill, or grant deed)
- Tenants: a copy of your executed lease and the signed Property Owner Authorization
- Any design concepts, renderings, plans, or material samples (if available)

Applications received after a window closes will not be considered in that window. Incomplete applications are not eligible and will not be scored.

Step 3 — Review, scoring, and recommendation

After the window closes, the MMCID Economic Development Committee checks each application for eligibility, scores the eligible applications, and recommends awards (see Section 9). Submitting an application does not guarantee approval.

Step 4 — Board approval and written decision

The Committee's recommendations go to the MMCID Board of Directors, which votes on final approval. MMCID will then notify you in writing whether your application is approved, approved with conditions, needs more information, or is declined.

Step 5 — Sign the grant agreement

If approved, you (and the property owner, if you are a tenant) will sign a grant agreement listing your approved improvements, budget, and maximum grant amount. MMCID signs last. The agreement takes effect on the date MMCID signs it, and all project deadlines count from that date.

> **Do not start any work until the grant agreement is signed by everyone.** Work started or costs incurred before then will not be reimbursed unless your grant agreement specifically approves them.

Step 6 — Complete the work

- Begin construction within **60 days** after the agreement is signed, and let MMCID know when work begins.
- Finish all work within **180 days** after the agreement is signed. "Finished" means all approved work is done, permits have final sign-off, any façade code violations are resolved, and the new lighting is working.
- Notify MMCID in writing within **10 days** after the work is finished.
- If you need more time, ask MMCID in writing **before** the deadline passes. Extensions may be granted for good cause, such as permit or contractor delays outside your control. Extensions totaling more than 120 days require MMCID Board approval.
- If you miss a deadline without an approved extension, MMCID may cancel your grant agreement. If it does, MMCID will not reimburse any costs, including costs you have already paid.

Step 7 — Request reimbursement

Within **45 days** after the work is finished, submit a reimbursement request with:

- The signed reimbursement request checklist and certification (Exhibit C of the grant agreement)
- Final, itemized invoices from each contractor and vendor, showing labor and materials
- Proof of payment for every invoice: cancelled checks (front and back), bank or credit card statements showing the payment cleared, or electronic payment receipts, each showing the payee, amount, and date (no cash)
- Certified payroll records for each contractor and subcontractor
- An Unconditional Waiver and Release on Final Payment (California Civil Code Section 8138) from each contractor and vendor, and from any subcontractor or supplier MMCID requests
- Copies of all permits showing final inspection approval, and receipts for any permit fees
- "After" photographs taken from the same positions as your application photos, including the exterior lighting at night
- An updated Form W-9, only if your information has changed

If anything is missing, MMCID will tell you in writing and you will have 30 days to provide it.

Step 8 — Receive your reimbursement

MMCID may inspect the completed work. MMCID will issue payment within **45 days** after it confirms your request is complete and the work has been verified. Payment is made only to the grant recipient.

9. HOW APPLICATIONS ARE REVIEWED

Part 1 — Eligibility check

Every item must be "yes," or the application is not eligible and will not be scored:

- The property is located within the MMCID district
- The property is in good standing (no outstanding fees, judgments, or liens; any code violations are façade-related)
- The applicant is the property owner, or a tenant with a lease and written owner approval
- The property does not qualify for the City of Stockton Commercial Façade Improvement Forgivable Loan Program
- Tier 1 exterior lighting is included in the request
- All required documents are attached

Part 2 — Scoring (100 points)

Criteria	What reviewers look for	Points
Completeness	All sections filled in, budget itemized, and every required document attached	20
Storefront Condition & Need	Extent of visible damage, wear, or dilapidation the project repairs. Greater need = higher score.	25
Safety & Lighting Impact	Improves exterior and pedestrian lighting, visibility, and safety (the Tier 1 focus)	20
Streetscape & District Impact	Visibly improves appearance and strengthens the corridor	20
Readiness & Budget	Clear scope and realistic costs; applicant can cover their share and permit fees	15
	Total	**100**

Score ranges: **85–100** Strong, **70–84** Good, **50–69** Fair, **below 50** Not now.

Part 3 — Selection and final approval

- Eligible applications in each window are ranked by score.
- The Economic Development Committee recommends awards starting with the highest-scoring applications, based on the funding available for that window. The Committee has discretion in its recommendations, and may recommend funding, funding with conditions, requesting more information, or declining an application.
- The MMCID Board of Directors votes on final approval of all awards.
- Applications that are not funded may be resubmitted in a future application window.

10. AFTER YOU ARE PAID: YOUR 4-YEAR COMMITMENT

For **4 years** after MMCID issues your grant payment (the "compliance period"), you agree to:

- Keep all grant-funded improvements clean, free of graffiti, and in good repair.
- Keep the grant-funded exterior lighting working and turned on from dusk to dawn every night, using a timer or photocell where practical, unless MMCID approves different hours.
- Not remove, replace, cover, or significantly change the improvements without MMCID's written approval.

If MMCID notices a problem, it will send you a written notice. You will have **14 days** to fix lighting that is not working and **30 days** to fix anything else.

MMCID may photograph your property and feature your project in its reports, website, social media, and promotional materials, and may place a temporary sign at your property during construction.

When grant funds must be repaid

If any of the following happens during the 4-year compliance period, part or all of the grant must be repaid:

- **Tenants:** you close or stop operating your business at the property, move out, assign your lease, or sell your business or a controlling interest in it.
- **Property owners:** you sell or transfer the property, or a controlling interest in the company that owns it.
- The improvements are removed or significantly changed without MMCID's approval (by you, or by the property owner on a tenant project).
- A maintenance problem is not fixed within the time allowed after notice.

When it happens	Amount to repay
Year 1 (months 1–12)	100% of the grant
Year 2 (months 13–24)	66% of the grant
Year 3 & 4 (months 25–48)	33% of the grant
After 4 years	Nothing (except in cases of false information — see below)

- If a new owner or business agrees in writing to take over the commitment for the rest of the 4 years, MMCID may waive repayment.
- The MMCID Board of Directors may reduce or waive repayment for good cause.
- If you made a material misrepresentation or submitted false documents, the full grant must be repaid, whenever it is discovered — even after the 4-year period.
- You must notify MMCID in writing within **10 days** after any of the events above. Repayment is due within **30 days** after MMCID's written request.

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11. OTHER PROGRAM TERMS

- **Limited funding.** The number of grants awarded in each application window depends on the funding available. Submitting an application does not guarantee approval or reimbursement.
- **Responsibility for your project.** You are responsible for your project and your contractors. The grant agreement requires you to protect (indemnify) MMCID against claims related to the project and releases MMCID from claims about the quality of the work. In a legal dispute over the agreement, the winning party may recover its attorneys' fees.
- **Taxes.** Grant payments may be taxable income. MMCID may issue an IRS Form 1099 using the W-9 you provide. Consult your tax advisor.
- **Records.** Keep all project records — contracts, invoices, proof of payment, lien releases, and permits — for the full 4-year compliance period.
- **Changes to these guidelines.** MMCID may update these guidelines for future funding rounds. The terms of your signed grant agreement will not change without your written consent.

Questions? (209) 639-3506 | info@stocktonmiraclemile.com | stocktonmiraclemile.com
MMCID is a 501(c)(3) nonprofit organization serving the Miracle Mile corridor in Stockton, California.