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# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

*Where the basis of payment is a  
STIPULATED SUM*

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY  
IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

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## AGREEMENT

Made as of the                      day of                      in the year of 2011

**BETWEEN                      Three Rivers/Josephine County School District  
8550 New Hope Road  
Grants Pass, Oregon 97527  
P.O. Box 160  
Murphy, Oregon 97533-0160**

And the Contractor                      Umpqua Roofing Company, Inc.  
1010 South Danebo Avenue  
Eugene, Oregon 97402

The Project is:                      Three Rivers School District  
2011 Reroofing Project at  
Lincoln Savage Middle School  
8550 New Hope Road  
Grants Pass, Oregon 97527

The Consultant is:                      Schaber Roof Consultants, Incorporated  
2500 Willamette Falls Dr.  
West Linn, OR 97068

**Three Rivers School District** and Contractor agree as set forth below.

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

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

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

**Per Schaber Roof Consultants, Inc. specifications manual dated June 9, 2011**

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by **Three Rivers School District**

Unless the date of commencement is established by a notice to proceed issued by **Three Rivers School District**, the Contractor shall notify **Three Rivers School District** in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanics liens and other security interest.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than **August 15, 2011**, with **Final Completion no later than August 26, 2011**.

3.3 Should the building not be ready for occupancy by the time and date listed above, the Liquidated Damages to be paid by the Contractor to the District for each calendar day of delay, after the Final Completion date, shall be included in the terms of this contract as a penalty of **\$ 500.00 per day**.

3.4 Contractor shall promptly begin and diligently prosecute the work of this contract, and shall make every reasonable effort to meet the stated contract completion time. However, it is understood that roofing cannot proceed in wet weather or high wind, and extension of the contract time to account for inclement weather encountered during the course of the work shall not unreasonably be withheld.

**ARTICLE 4**  
**COMPENSATION**

4.1 **Three Rivers School District** shall pay the Contractor in current funds for the Contractor's performance of the Contract.

The Contract Sum of **One hundred ninety eight thousand, seven hundred and thirty** Dollars (\$ **198,730.00** ), subject to additions and deduction as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by **Three Rivers School District**:

4.3 Unit prices, if any, are as follows:

<b>Roofing Labor</b>	<b>\$ 42.00/Hour</b>
<b>Roofing Materials</b>	<b>Cost + 10%</b>
<b>Sheet Metal Labor</b>	<b>\$ 60.00/Hour</b>
<b>Sheet Metal Materials</b>	<b>Cost + 10%</b>
<b>Carpentry</b>	<b>\$ 60.00/Hour</b>
<b>2 X 12 Framing</b>	<b>\$ 10.00/8'</b>
<b>3/4" Plywood</b>	<b>\$ 65.00/Sheet</b>

**ARTICLE 5**  
**PROGRESS PAYMENTS**

- 5.1 Based upon Applications for Payment submitted to the Consultant by the Contractor and Certificates for Payment issued by the Consultant, **Three Rivers School District** shall make progress payments on account of the Contractor as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- 5.3 Provided an Application for Payment is received by the Consultant not later than the **First (1<sup>st</sup>)** day of a month, **Three Rivers School District** shall make payment to the Contractor not later than the **Fifteenth (15<sup>th</sup>)** day of the **same** month. If an Application for payment is received by the Consultant after the application date fixed above, payment shall be made by Three Rivers School Districts not later than **Fifteen (15)** days after the Consultant received the Application for payment.
- 5.4 Each Application for payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Consultant may require. This schedule, unless objected to by the Consultant, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application of Payment.
- 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Five percent ( 5.0 % )** Pending final determination of cost to Three Rivers School Districts of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.
- 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by Three Rivers School Districts, suitably stored off the site at a location agreed upon in writing), less retainage of **Five percent ( 5.0 %)**.
- 5.6.3 Subtract the aggregate of previous payments made by **Three Rivers School District** and
- 5.6.4 Subtract amounts if any, for which the Consultant has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.
- 5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

- 5.7.1 Add upon Substantial Completion of the Work, a sum sufficient to increase the total payments to **Ninety-five percent ( 95.0%)** of the Contract Sum, less such amounts as the Consultant shall determine for incomplete work and unsettled claims; and
- 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.
- 5.8 Reduction or limitation of retainage, if any, shall be as follows: N/A

**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by **Three Rivers School District** to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for payment has been issued by the Consultant; such final payment shall be made by **Three Rivers School District** not more than 30 days after the issuance of the Consultant's final Certificate for Payment, or as follows:

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

- 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
- 7.3 Other provisions: **NONE**

**ARTICLE 8**  
**TERMINATION OR SUSPENSION**

- 8.1 The Contract may be terminated by the **Three Rivers School District** or the Contractor as provided in Article 14 of the General Conditions.
- 8.2 The Work may be suspended by **Three Rivers School District** as provided in Article 14 of the General Conditions.

**ARTICLE 9**  
**ENUMERATION OF CONTRACT DOCUMENTS**

- 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1 The Agreement is this executed Standard Form of Agreement between **Three Rivers School District** and Contractor.
- 9.1.2 The General Conditions are the General Conditions of the Contract for Construction.
- 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated **June 9, 2011**, and are as follows:

<i>Document</i>	<i>Title</i>	<i>Pages</i>
<b>Specifications Manual, in it's entirety for: 2011 Reroofing Project: Lincoln Savage Middle School</b>		

- 9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

<i>Section</i>	<i>Title</i>	<i>Pages</i>
<b>Specifications Manual, in it's entirety for: 2011 Reroofing Project to include: Lincoln Savage Middle School</b>		

- 9.1.5 The Drawings are as follows, and are dated **May 16, 2011** unless a different date is shown below:

<i>Number</i>	<i>Title</i>	<i>Date</i>
A1.1	Roof Plan – Lincoln Savage	May 16, 2011
A2.1: Details 1/A2.1-6/A2.1	Roof Plan – Lincoln Savage	May 16, 2011
A2.2: Details 1/A2.2-2/A2.2	Roof Plan – Lincoln Savage	May 16, 2011

- 9.1.6 The Addenda, if any are as follows: **NONE**

<i>Number</i>	<i>Date</i>	<i>Pages</i>
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Other documents, if any, forming part of the Contract Documents are as follows:

- A. Standard Form of Agreement
- B. General Conditions of the Contract
- C. Performance Bond
- D. Material and Labor Payment Bond
- E. Conditional Release of Lien
- F. Unconditional Release of Lien
- E. Schedule of Values
- F. Construction Schedule
- G. Submittals

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the contractor, one to the Consultant for use in the administration of the Contract, and the remainder to **Three Rivers School District**.

THREE RIVERS/JOSEPHINE COUNTY  
SCHOOL DISTRICT

CONTRACTOR

\_\_\_\_\_  
(Signature)

*Ryan*  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

*Ryan Witt - President*  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
Date

*6/28/11*  
\_\_\_\_\_  
Date

SCHABER ROOF CONSULTANTS, INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
Date

# NOTICE OF INTENT TO AWARD CONTRACT

To: Umpqua Roofing Company, Inc.  
Ryan Witt, President  
1010 South Danebo Avenue  
Eugene, Oregon 97402

## PROJECT IDENTIFICATION

PROJECT NAME: Three Rivers School District  
2011 Reroofing Project at Lincoln Savage Middle School

PROJECT NUMBER: 1103-19

SITE ADDRESS: 8551 New Hope Road  
Grants Pass, Oregon 97527-9416

PROJECT CONTACT: Dave Bracken, Facilities Manager  
126 Riguette Street  
Grants Pass, Oregon 97527  
541-476-6304 (Office)  
541-218-5186 (Cell)

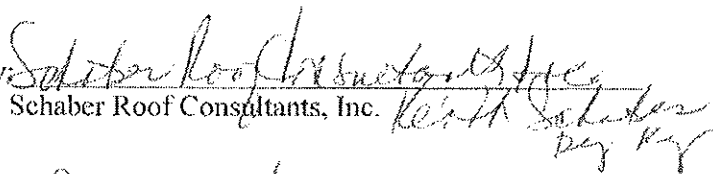
Greetings:

Three Rivers/Josephine County School District intends to award the 2011 Reroofing Project at Lincoln Savage Middle School, to the above named contractor per proposal submitted for \$ 198,730.00.

In accordance with the **Standard Form of Agreement Between Owner and Contractor**, you are notified that the Time for Substantial Completion under the Agreement is **August 15, 2011**.  
**Start date to be set forth in a "Notice to Proceed"**.

Before you may start any Work at the site, General Conditions of the Construction Contract requires that you deliver to the Owner the Certificates of Insurance which the contractor is required to purchase and maintain in accordance with the Contract Documents.

Three Rivers/Josephine County School District by  
Schaber Roof Consultants, Inc. Consultants

By:   
Schaber Roof Consultants, Inc. Keith Schaber  
By: KSF

Date: June 24, 2011