



REQUEST FOR PROPOSALS FOR CONSTRUCTION
MANAGER-AT-RISK FOR PUBLIC SAFETY
FACILITY/FIRST RESPONDERS POCKET PARK
(ONE-STEP PROCESS)

Proposal Reference Number: RFP 20240601

Proposal Closing Date: July 8, 2024 at 2:00 P.M. (CST)

KEY DATES:	
RFP Issue Date	June 18, 2024
RFP Publication Dates	June 18, 2024 and June 25, 2024
Deadline for Questions	June 28, 2024 at 2:00pm
Pre-proposal Meeting – Non-mandatory (Virtual)	June 26, 2024 at 9:00am (Virtual contact alma@project-advocates.com for the link)
Proposals Due	July 8, 2024 at 2:00pm
Projected Interviews (if applicable)	July 29, 2024
Recommendation to City Council	August 13, 2024

Important Information

The City of Van Alstyne will receive proposals for the services specified until the deadline indicated above. *Extensions will not be granted. Late submittals will not be accepted.*

Questions and requests for additional information should be made in writing and no later than the questions deadline above and shall be directed to Alma Zamora of Project Advocates via e-mail at alma@project-advocates.com.

Documents are included herein and are also found using the following Dropbox link:

<https://www.dropbox.com/scl/fo/xle4xn26e3mmgwob15t5n/ALms-WIu7du7fLuYmkcilqc?rlkey=cn37opnzn9w2ed1lykejldmp&st=x1ha7dk5&dl=0>

Any interpretations, corrections, clarifications, or changes to this Request for Proposals will be issued via addendum. Addenda will be posted at cityofvanalstyne.us. It is the responsibility of the respondent to monitor the website for addenda. **Proposers shall acknowledge receipt of each addendum by submitting a signed copy with their proposal. Oral explanations will not be binding.**

The City of Van Alstyne reserves the right to reject any proposal and to waive defects in proposals. No officer or employee of the City of Van Alstyne shall have a financial interest, direct or indirect, in this or any contract with the City of Van Alstyne. Minority and small business vendors are encouraged to submit bids/proposals on applicable City solicitations.

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ADVERTISEMENT

**NOTICE OF REQUEST FOR PROPOSALS
CMAR Services
for the Construction of a Public Safety Facility/First Responders Pocket Park
RFP #20240601**

June 18, 2024

The City of Van Alstyne is seeking proposals for Construction Manager-at-Risk services for the pre-construction and construction phases of a Public Safety Facility/First Responders Pocket Park located at northwest corner of N Waco St (SH 5) and Blassingame Ave, Van Alstyne, Texas 75495. Project Advocates is the Project Manager on the project and the contact for the RFP.

The Scope of Services, Proposal Instructions, and Service Description for which interested firms may submit proposals are set forth in the RFP packet.

The deadline for questions is Friday, June 28, 2024, at 2:00 p.m. via email to alma@project-advocates.com.

Proposals will be accepted via email to Alma Zamora (alma@project-advocates.com) until Monday, July 8, 2024, at 2:00 p.m., prevailing local time. A virtual pre-proposal meeting will be held on Wednesday June 26, 2024 at 9:00am, contact alma@project-advocates.com for the link.

The complete RFP packet is available online at www.cityofvanalstyne.us.

It is the responsibility of the proposer to ensure that the proposal is submitted correctly, in its entirety, and at the correct time.

Proposals received after the due date will not be accepted. No additional time will be granted to any vendor unless by an addendum to the RFP.

**City of Van Alstyne RFP 20240601
CMAR for Public Safety Facility/First Responders Pocket Park**

1. Introduction

The City of Van Alstyne, Texas (OWNER) has engaged Project Advocates as their Owner’s Representative for their Public Safety Complex project. Qualified firms or teams (herein after referred to as Proposers) are invited to submit proposals in response to this Request for Proposals for Construction Manager-at-Risk (hereinafter referred to as CMAR) services. These services will be in connection with the preconstruction and construction of a new Public Safety Complex and First Responders Pocket Park (herein after referred to as the PROJECT). OWNER intends to retain a highly qualified, capable firm to serve as the CMAR during the design and construction of the Project for a fixed Guaranteed Maximum Price (GMP) to be established at an agreed upon date. OWNER will give prime consideration to the CMAR respondent with significant, recent experience in the management of projects similar to the proposed project.

Please take the time to carefully read and become familiar with the submission requirements. All submissions for consideration must be received by the time specified above under the "SUBMISSION DATE."

a. Project Description and Location

OWNER has set a total project cost limit (PCL) to include design, furniture, fixtures, equipment, and construction of \$30,000,000 for this PROJECT; total Construction Hard Cost is expected to be approximately **\$21M.**

The Design Team includes:

Architect	Conduit Architecture + Design
Public Safety Architect Consultant	BVG4 is the
Civil Engineering	Cross Engineering
Structural Engineer	JQ (IMEG)
MEP Engineer	Telios
Tech (Data/Voice/Security/AV)	Telios
Landscape Architect	Kimley-Horn
Interior Designer	TBD

Proposer’s are not to contact the design team nor City staff directly.

The Public Safety Complex (police and fire station complex) currently comprises of an approximate square footage of 46,290 SF. The program for the project includes the following:

- Approximately 4,000 SF in Lobby and Community Space
 - Community Space will include a conference room, Multipurpose Community Room/EOC, warming kitchen and restrooms
 - The Community Space will also serve as the EOC and shelter portion of the building
- Approximately 26,000 SF in law enforcement to include:
 - Records, Police Admin, Support Services, Patrol Division, Evidence, Criminal Investigations, Booking/Holding, Sallyport, Dispatch, Staff Support
 - Booking and Holding will be limited to 72 hours
 - Dispatch will service the Fire and Police Department, and potential the surrounding communities
- Approximately 16,000 SF in Fire Department to include:
 - Fire Administration, Crew Area, Bays and Support
- The existing Scout Hut is to remain in its existing location on the site.

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CMAR for Public Safety Facility/First Responders Pocket Park**

- The hut currently has no scope of work in this project.
- The First Responder’s Playground/Park is currently shown to be located in the southeast portion of the site. The playground is intended to be design-build with a budget of \$250K; additional funding sources are being investigated to increase the park budget.
- Parking will accommodate the complex, as well as the First Responder’s Park. Parking will likely be phased as a cost savings approached.
 - Future phases of parking are shown hatched on the site plan.
- A new small storage building will also be located on the site.
 - The current budget for the storage building is \$125,000; which will be in addition to the \$30M project budget.

The Public Safety Complex will be located on the 8.64 acres property bound by Blassingame Ave to the south and N Waco St (State Hwy 5) to the east in Van Alstyne, Texas. The site is open and accessible to proposers without prior notifications.

b. Project Schedule

The overall Project Schedule created by Project Advocates is provided for reference; construction timeframes are placeholders and subject to change once the CMAR is engaged.

Schedule Milestones are as follows:

100% Conceptual Design	5/14/2024
100% Schematic Design	7/9/2024
CMAR Interviews	7/29/2024
City Council Approval of CMAR Contract	8/13/2024
*50% Design Development	8/20/2024
*100% Design Development	9/3/2024
*50% Construction Documents	10/16/2024
*100% Construction Documents	11/27/1024
Permitting	11/28 – 12/25/24
CMAR GMP Established	12/18/2024
City Council GMP Approval	1/14/2025
Construction Start	2/12/2025

Project Advocates is currently projecting 14 months of construction, the CMAR engaged will dictate the construction timeframe.

(*Indicates CMAR pricing exercises expected including GMP, reference provided Development Schedule)

2. RFP Instructions

Project Advocates has completed a Cost Plan based on the Conceptual Design Package completed by Conduit Architects and BVG4 dated May 14, 2024. We estimate that the project is currently over budget by approximately **\$2M-\$4M**. The selected CMAR shall be responsible for leading this project to budget.

Instead of Proposers providing their own pricing estimate based on the early stages of design, Project Advocates is requesting proposers submit a peer review of our Cost Plan. We’ve provided the following documents for your reference:

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CMAR for Public Safety Facility/First Responders Pocket Park

- ATTACHMENT #1: Project Advocates Conceptual Design – Redacted Cost Plan
- ATTACHMENT #2: Project Advocates Conceptual Design - Construction Cost Recap (Excel & PDF)
- ATTACHMENT #3: Project Advocates Conceptual Design - Detailed Estimate (Excel & PDF)
 - Provide peer review including input and comments regarding cost; modify values as needed, color code changes and submit in both PDF and Excel
- ATTACHMENT #4: RFP General Conditions – (Excel tab)
 - to be completed by proposers
 - A list of Van Alstyne’s Acceptable General Conditions has been provided for reference
 - General Requirements have been estimated for a 14-month construction schedule
 - Proposers should modify General Requirements per their projected construction schedule
- ATTACHMENT #5: Project Advocates Conceptual Design – Alternates/Value Engineering (Excel & PDF)
 - Provide any additional Alternates to be considered
- ATTACHMENT #6: Conceptual Design
 - Site, program floor plan, and elevations
 - Narratives from Civil, MEP, Structural, Landscape Architecture, and Low Voltage

3. Contract Agreement

The contract will consist of the following items that are attached in Appendix C and incorporated herein by reference:

- City of Van Alstyne, Texas Construction Manager at Risk Agreement (and the documents listed therein)
- Modified AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price
 - Include any objections to the Modified AIA 133-2019 with your submission.
- AIA Document A201™-2017, General Conditions of the Contract for Construction
 - Include any objections to the Modified AIA 133-2019 with your submission.
- City of Van Alstyne, Texas Supplementary Conditions to AIA Documents A133-2019 and A201-2017.
- Documents are amended by Owner through formal addenda thereto.

4. Definitions

- a. Proposal: The signed and executed submittal of the entirety of Appendix B – Proposal.
- b. Proposer: The Proposer and the Proposer’s designated contact signing the Proposal Cover Sheet.
- c. City of Van Alstyne (“City”): The City of Van Alstyne, Texas.
- d. Project: The name of this Request for Proposals as identified on the cover sheet.
- e. City of Van Alstyne Owner’s Representative/Project Advocates:
 - Alma Zamora
 - Phone: (214) 924-8105
 - E-Mail: alma@project-advocates.com
- f. Request for Proposals (RFP): The entirety of this document, including all Appendices and Addenda.

5. General Information

- a. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- b. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas

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Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

- c. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- d. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- e. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- f. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- g. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

6. RFP Withdrawals and/or Amendments

- a. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- b. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

7. Proposal Submittal Requirements

- a. Submittal Packet – Required Content: All proposals must be submitted to Project Advocates via email alma@project-advocates.com by the date and time provided.
- b. Submittal Deadline: It is the Proposer's responsibility to have the Proposal Documents correctly electronically submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.
- c. Proposals Received Late: Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- d. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or

a revised proposal substituted prior to the submittal deadline. Proposal documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline, unless the Purchasing Agent approves such alteration, amendment or withdrawal notice in writing.

8. Proposal Evaluation and Contract Award

a. Proposal Evaluation and Selection Process: A selection committee will evaluate all proposals in accordance with the requirements defined in the RFP to rank proposals that are reasonably qualified for the award of a contract. The committee will apply the evaluation factors and emphasis placed on each factor as identified in this solicitation. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. The City may request interviews and presentations with one or more selected firms after the closing date. The City may make a selection strictly from the information provided in the proposals. However, the City reserves the right to conduct interviews with and request presentations from any, some, or all Proposers. The City will select the Proposer that is determined to be the most highly qualified to meet the needs of the City. The City reserves the right to determine the most advantageous proposal to the City.

b. Evaluation Criteria:

Emphasis	Factor
30%	Project Approach
27%	Key Personnel
28%	Cost Approach
15%	Firm Experience, Firm Profile and Financial Capability

c. Contract Award: The City intends to award a contract to provide the services specified herein, in accordance with Chapter 252 of the Texas Local Government Code and with the City’s purchasing policy.

1. If the Owner is unable to reach an agreement with the first-ranked Proposer, the Owner shall terminate further discussions with the first-ranked Proposer, and commence negotiations with the next-ranked Proposer, in the order of the selection ranking until reaching an agreement, or the City rejects all Proposals.
2. There will be no contractual obligation on the part of the Owner to any Proposer, nor will any Proposer have any property interest or other right in the contract or work being proposed unless and until:
 - a. an Agreement is unconditionally executed and delivered by all parties
 - b. All submittals required by the Proposal Documents and Agreement and all conditions to be fulfilled by the Proposer have either been so fulfilled by the Proposer or waived in writing by the Proposer or Owner, as applicable.

d. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.

e. Ambiguity: Any ambiguity in the Proposal resulting from omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall

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CMAR for Public Safety Facility/First Responders Pocket Park

prevail.

- f. Additional Information: The City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- g. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Van Alstyne for cause:
 - 1. The successful Proposer fails to perform in accordance with the provisions of these specifications; or
 - 2. The successful Proposer violates any of the provisions of these specifications; or
 - 3. The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
 - 4. The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another party without written consent of the City.
 - 5. If one or more of the events identified in subparagraphs G.1 through G.4 occurs, the City may terminate the contract by giving the successful Proposer seven (7) days written notice. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment because of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - 6. When the contract has been so terminated by the City, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

APPENDIX A – SCOPE OF SERVICES

Scope of Services Description

The anticipated scope of work to consist of the following responsibilities:

- A. The CMAR will serve as an integral team member during the design process and throughout the construction process. The selected CMAR will be required to perform the basic construction management services for the PROJECT. Furthermore, the CMAR will be used, in conjunction with the Owner's Representative, as the cost estimator and project scheduler. The CMAR will coordinate and cooperate with the Owner's Representative, Owner, and Architect. The CMAR will generally serve as a technical resource to the OWNER throughout the PROJECT.
 - B. Pre-Construction Service responsibilities include, but are not limited to:
 1. Design cost estimating and value engineering to meet budget
 2. Prepare and submit a constructability and scope review with the design development drawings and/specifications and an update with the 50% construction documents
 3. Development of a Construction Schedule
 4. Establish Budget by Bid Package for Construction Documents Phase
 5. Prepare Sub-Contractor Bid or Proposal Packages
 6. Conduct Sub-Contractor Pre-Bid Meetings
 7. Receive Sub-Contractor Bids
 8. Manage and prepare the Guaranteed Maximum Price (GMP) Documentation
 9. Provide value engineering and cost saving input to lower the current budget overage and get the project in budget.
 - C. Construction Service responsibilities include, but are not limited to:
 1. Conduct Award of Contracts/Purchase Orders
 2. Provide Coordination and Management of Sub-contractors
 3. Develop and Provide Monthly Written Progress Reports
 4. Provide Change Order and Contingency Funds Control
 5. Establish a Quality Management Program
 6. Maintain and Update Project Schedule Every Two Weeks
 7. Provide for Job Safety Functions
 8. Provide Accounting Functions
 9. Provide Jobsite Security Functions
 10. Provide Post Construction Services, including implementation of close-out procedures
 11. Provide Value Engineering
 12. Warranty walk- through to occur one year after project completion
2. Notice of Agreement Requirements
- A. Upon execution of the Agreement, the CMAR must show ability to provide the insurance and bonds, including payment and performance bonds as required by Chapter 2253, Texas Government Code, and as described in the Agreement, including the requirements set forth in Section 406.096, Texas Labor Code, which requires written certification of workers' compensation insurance coverage for all entities providing services on a building or construction project for a governmental entity.
 - B. The CMAR and all subcontractors must comply with the prevailing wage rate requirements described in the Agreement.
 - C. The CMAR must select subcontractors or trade contractors in accordance with the terms of applicable law and the Agreement.

APPENDIX B – PROPOSAL

Submittal Checklist: (To determine validity of proposal)

- _____ Appendix B (pages B-1, B-2 and B-8 through B-9) must be included in the proposal submittal
- _____ Appendix B (proposal as outlined on pages B-3 through B-6) must be included in the proposal submittal
- _____ Appendix C Conflict of Interest Form must be included in the proposal submittal.
- _____ Appendix C House Bill 89 Verification Form must be included in the proposal submittal.
- _____ Appendix C Form 1295 Certificate of Interested Party must be included in the proposal submittal.
- _____ Appendix C Submittal Exception Form must be included in the proposal submittal.
- _____ Appendix C Proposal Form must be included in the proposal submittal.
- _____ Appendix C Allowable General Conditions Worksheet must be included in the proposal submittal.
- _____ Appendix D Cost Plan Peer Review
- _____ Appendix D General Conditions and Pre-construction Fee
- _____ Appendix D Project Schedule
- _____ Appendix D Project Logistics Site Plan
- _____ Appendix D List of Alternates and Value Engineering
- _____ Appendix D Objections to the Modified AIA A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor, the Van Alstyne CMAR Agreement, the City of Van Alstyne, Texas Supplementary Conditions to AIA Documents A133-2019 and A201-2017 (include in Submittal Exception Form)

APPENDIX B – PROPOSAL

All proposals submitted shall include this page with the submitted Proposal.			
RFP Number:	20240601		
Project Title:	Construction Manager at Risk (CMAR) Public Safety Facility/First Responders Pocket Park		
Submittal Deadline:	July 8.2024 at 2:00 P.M. (CST)		
Submit in writing to: alma@project-advocates.com			
Project Advocates; Attn: Alma Zamora			
<u>Proposer Information:</u>			
Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			
<u>Proposer Authorization</u>			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.			
Printed Name and Position of Authorized Representative: _____			
Signature of Authorized Representative: _____			
Signed this _____ (day) of _____ (month), _____ (year)			

I learned of this Request for Proposals by the following means:

Newspaper Advertisement

Bonfire

Other

APPENDIX B – PROPOSAL

REQUIRED PROPOSAL INFORMATION, IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

All RESPONDENTS must provide the following information in the sequence and format prescribed by this questionnaire.

1. City of Van Alstyne Proposal Cover Page (previous page of Appendix B – Proposal from this RFP)

2. Statement of Qualifications (maximum two pages plus individual acknowledgement of each addendum issued, if applicable, plus each of the two State of Texas required forms)

Shall be a letter introducing the firm and its qualifications regarding the PROJECT. Additionally, the letter is to state to the OWNER that the Proposal remains effective for a period of 90 calendar days. At least one copy of the Statement of Qualifications letter shall contain the original signature of a Partner, Principal, or Officer of the RESPONDENT. Additional information to be included:

- a. Firm Information
 - i. Firm name, addresses, and telephone numbers of all firm offices.
 - ii. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
 - iii. Names of principals in firm.
 - iv. Primary contact.
 - v. Description of firm’s organizational structure and different office locations if applicable.
 - vi. Brief statement of firm’s corporate philosophy.

- b. General Company History/Qualifications
 - i. How many years has your organization been in business in its current capacity?
 - ii. How many years has your organization been in business under its present name?
 - iii. Under what other or former names has your organization operated?
 - iv. Provide a brief history of the Firm’s CMAR experience and the services routinely provided in-house on civic building projects.
 - v. List all related design and/or construction awards and recognition the Firm has received.
 - vi. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate firm registration and/or license numbers, if applicable.

- c. State of Texas Required Forms
 - i. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ – see Appendix - C).
 - ii. House Bill 89 – Chapter 2270 of the Texas Local Government Code states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.
 - iii. Form 1295 Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of

APPENDIX B – PROPOSAL

a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and signed please return the form with your proposal submission. (see sample in Appendix - C)

3. Body of Proposal

Please include the name of the Project (“RFP 20240601 CMAR Public Safety Facility/First Responders Pocket Park”), the name of the respondent, the submittal date, and a table of contents for the remainder of the proposal.

A. PROJECT APPROACH

1. Demonstrate your understanding of the Project by providing a summary of your approach to accomplishing the work outlined in the Scope of Services.
2. Describe your organization’s philosophy for working in a team relationship with the Owner’s Representative, Owner, and Architect during the design and construction of major projects.
3. Describe your organization’s methods for estimating costs during the design/construction document phases.
4. Describe your approach to quality assurance / quality control for the Project and how resulting deliverables will allow the firm to deliver a project that meets the City’s expectations and budget.
5. Describe how your company will successfully complete the project in your anticipated construction timeline.
6. Provide proposed Site Logistics/Staging Plan
7. Provide approach to solicit and utilize local vendors.
8. Provide approach to engaging the community and local government.

B. KEY PERSONNEL

1. Provide an organizational chart for proposed Project personnel (including sub-consultants, if applicable).
2. Provide key personnel proposed for this Project (names, proposed roles, relevant licensure/certifications, office locations, and resume summaries (1 page max per person))
3. Provide proposed staff availability to perform services on this Project.
4. Provide the proposed preconstruction lead, project manager’s, and superintendent’s experience with similar building type and size projects.

C. COST APPROACH

1. Describe the preconstruction approach that will be used to facilitate a transparent process.
2. Describe ability to provide multiple preconstruction cost saving options to achieve the budget goals.
3. Provide a Peer Review of the Cost Plan provided; include comments and pricing input
4. Provide General Conditions using the Excel file and format provided
5. Provide list of potential alternates to reach budget
6. Provide Pre-construction fee, if applicable.
7. Provide a Project Schedule based on the Projected Project Advocates construction start date provided
8. Provide list of objections to the modified AIA A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor, the Van Alstyne CMAR Agreement, City of Van Alstyne, Texas Supplementary Conditions to AIA Documents A133-2019 and A201-2017.
 - a. Provide list in the provided Submittal Exception Form
9. Provide examples of projects completed that were both within budget and over budget; provide the original budget amount and the actual cost of the projects.

APPENDIX B – PROPOSAL

D. FIRM EXPERIENCE, FIRM PROFILE, and FINANCIAL CAPABILITY

1. Provide contact information for any and all projects included in the proposal as references or examples of work.
2. Provide verifiable examples of at least three (3) CMAR projects similar in size, scope and complexity, led by the proposed pre-construction manager, and completed within the last six (6) years.
 - a. Project name, location, and description;
 - b. Owner/client name and contact person;
 - c. Services provided;
 - d. Date of completion or project status;
 - e. Construction budget cost and final actual cost comparison with explanation
3. Provide an example of a previous and similar CMAR project your firm completed within a similar anticipated schedule as your firm proposes. Show critical path items, schedule activities, and time allowed for City staff review. Describe any challenges and how you overcame them.
4. Include a sample cost estimate prepared during the design phase of one of a recent project of similar scope and complexity that your firm provided CMAR services on and a sample of the final cost estimate/breakdown used to fix the Guaranteed Maximum Price contract amount for the construction of the same project. Address any **in-house** specialty cost estimating services/capabilities your firm provides. *(The identity of the project is not required as the intent is to see the nature and format of the cost information typically provided).*
5. Describe construction methods your team has used to expedite projects. Provide two examples including associated costs incurred and benefits achieved.
6. List the categories of work that your organization normally performs with its own forces. At this point, do you anticipate self-performing any work or bidding all construction work to subcontractors?
7. Demonstrate ability to meet bonding and insurance requirements.
8. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
9. Has your organization ever failed to complete any work awarded to it? (If the answer is yes, please attach details.)
10. Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last 5 years? (If the answer is yes, please attach details.)
11. Has your organization, whether under its current or previous names, filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? (If the answer is yes, please attach details.)
12. Within the last 5 years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
13. List construction projects your organization has in progress (noting delivery method, i.e.: CMAR, CM as Agent, Bid, Proposal or other), giving the name and location of project, owner, architect, contract amount, percent complete and scheduled completion date.
14. Has your organization, an officer, or principal violated or been required to invoke a payment or performance bond? (If the answer is yes, please attach details.)
15. Provide a list of key lessons learned as a CMAR on a similar project.

4. Additional Required Forms

- a. Submittal Exception Form
- b. Proposal Form
- c. Van Alstyne Allowable General Conditions List
- d. Attachment #3 Detailed Estimate Peer review – using the provided Excel workbook; provide your

APPENDIX B – PROPOSAL

responses in both Excel and PDF

- e. Attachment #4 General Conditions – Provide General Conditions scopes and values in both Excel and PDF

5. Financial Statement, provide a Financial Statement (preferably audited) including your organization’s latest Balance Sheet and Income Statement showing the following items:

- a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
- b. Non-current assets (e.g., net fixed assets, other assets).
- c. Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
- d. Non-current liabilities (e.g., notes payable).
- e. Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).
- f. If the name on the Financial Statement provided is not identical to the proposing entity name, explain the relationship and financial responsibility of the entity whose Financial Statement is provided (e.g., parent - subsidiary).
- g. Will the entity whose Financial Statement is provided act as Guarantor of the Contract for construction?
- h. Provide a bank reference (name, address, and phone).

APPENDIX B – PROPOSAL

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____.

7. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL USING THE REQUIRED PROPOSAL EXCEPTION FORM, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

A. Delivery of Products and/or Services

- i. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- ii. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- iii. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- iv. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

B. Miscellaneous

- i. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- ii. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- iii. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

APPENDIX B – PROPOSAL

- iv. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- v. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- vi. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- vii. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- viii. Compliance with HB 89: Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Van Alstyne.
 Yes, we agree **No, we do not agree** **N/A**
- ix. Compliance with SB 252: Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Van Alstyne. **Yes, we agree** **No, we do not agree**

C. Financial Responsibility Provisions

- i. Indemnification: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys’ fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

APPENDIX C – ADDITIONAL FORMS and ATTACHMENTS

- Conflict of Interest Questionnaire (Form CIQ)
- HB 89 Verification Form
- Form 1295 Certificate of Interested Parties
- Submittal Exception Form
- Proposal Form
- Allowable General Conditions Worksheet
- The City of Van Alstyne, Texas Supplementary Conditions to AIA documents A133-2019 and A201-2017
- City of Van Alstyne, Texas Construction Manager at Risk Agreement
- Modified AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor and sample A201-2017 General Conditions of the Contract for Construction
- ATTACHMENT #1: Project Advocates Conceptual Design – Redacted Cost Plan
- ATTACHMENT #2: Project Advocates Conceptual Design - Construction Cost Recap (Excel & PDF)
- ATTACHMENT #3: Project Advocates Conceptual Design - Detailed Estimate (Excel & PDF)
- ATTACHMENT #4: RFP General Conditions – (Excel tab)
- ATTACHMENT #5: Project Advocates Conceptual Design – Alternates/Value Engineering (Excel & PDF)
- ATTACHMENT #6: Conceptual Design
- Excel File provided separately

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

SUBMITTAL EXCEPTION FORM

THIS PAGE MUST BE SIGNED AND INCLUDED WITH YOUR PROPOSAL

Any exceptions to the RFP (including the Instructions, Specifications/Scope of Services, Standard Terms and Conditions, and Insurance Requirements) must be listed below. Additional pages may be attached. If there are no exceptions, please sign where indicated at the bottom of this page.

There are no further exceptions to the Instructions, Specifications, and Standard Terms and Conditions. I understand that the City may not accept additional exceptions after final submission of this proposal.

Signature Company Date

No exceptions are taken to this solicitation.

Signature Company Date

ALLOWABLE GENERAL CONDITION LINE ITEMS

(Include items in spreadsheet below as deemed necessary. All items listed must include a dollar amount)

On-Site Project Management Staff

Safety Coordinator/Assistant(s)	Scheduler
Project Executive	Superintendent(s)
Office Engineer(s)	Project Manager(s)
Project Expeditor(s)	Project Support Staff
Assistant Superintendent(s)	Cost Engineer

Temporary Project Construction and Utilities

Dumpsters	Project Water
Project Electricity	Temporary Toilets
Monthly Telephone Service	Temporary Fire Protection
Telephone System Installation	Fencing and Covered Walkways
Temporary Water Distribution and Meters meters	Temporary Electrical Distribution and Ceremonies

Field Offices & Office Supplies

Partnering Costs	First Aid Supplies
Job Photos/Videos	Project Specific Signage
Monthly Office Supplies	Postage/Special Shipping
Project/As-Built Drawings	Security System/Watchman
Move-In/Out and Office Setup	Safety Material and Equipment
Employee Identification System	Drinking Water and Accessories
Small Tools and Storage Trailers	Office Clean-Up/Janitorial Services
Advertising	Project Computers and Software
Mobilization and Demobilization (Equipment Only)	Field Office Furniture
Fields Office Equipment	Copier and Supplies
Field Office Telephone	Communications Equipment
Vehicles	Vehicle Fuel and Maintenance
Safety Equipment/Supplies	

THE CITY OF VAN ALSTYNE, TEXAS

SUPPLEMENTARY CONDITIONS TO AIA DOCUMENTS A133-2019 AND A201-2017

These Supplementary Conditions are incorporated into the Construction Manager at Risk Agreement between _____ (“Contractor”) and the **City of Van Alstyne, Texas** (“City” or “Owner”), dated _____, 2023. The following terms and conditions supplement and modify the “Standard Form of Agreement between Owner and Construction Manager as Constructor, AIA Document A133-2019,” and the “General Conditions of the Contract for Construction, AIA Document A201-2017.” Where a portion of AIA Documents A133-2019 and A201-2017 are modified or deleted by these Supplementary Conditions, the unaltered portions of AIA Documents A133-2019 and A201-2017 shall remain in effect.

SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A133-2019

ARTICLE 1 INITIAL INFORMATION

§1.2 In the second and fourth lines, replace “shall” with “may,” and in the last line, replace “, as necessary,” with “, as negotiated with Construction Manager.”

ARTICLE 2 GENERAL PROVISIONS

§2.1 The Contract Documents

Delete this section, and refer to Construction Manager at Risk Agreement, Article 1, Contract Documents and Order of Precedence.

§2.3 General Conditions

§2.3.1 Before the word “shall” in the second line, add “as modified by the Supplementary Conditions.”

§2.3.2 Before the word “which” in the first line, add “as modified by the Supplementary Conditions.”

ARTICLE 3 CONSTRUCTION MANAGER’S RESPONSIBILITIES

§3.1 Preconstruction Phase

§3.2 Guaranteed Maximum Price Proposal

§3.2.2 In the last sentence of this section, replace “shall” with “may.”

§3.2.3.5 Add the following language at the end of this subsection: “, but in any event not less than sixty (60) days.”

Add the following new subsection after subsection §3.2.3.5:

“§3.2.3.6 If Owner requests, Construction Manager shall make available for inspection the background documents and information that form the basis of the Construction Manager’s Guaranteed Maximum Price proposal.”

§3.2.4.3 Add the following sentence at the end of this section: “The Construction Manager shall provide to the Owner an up-to-date log of the use of the Contractor’s Contingency with each monthly payment application.”

§3.2.9 Delete this section in its entirety and replace it with the following: “The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes from which the Owner is exempt by virtue of its status as a governmental entity. In the event that the Contractor is required to pay or bear the burden of any new federal, state, or local tax, or if any rate increase of an existing tax (except a tax on net profits), as a result of any statute, court decision, written ruling, or regulation that takes effect after the

contract date, the Guaranteed Maximum Price shall be increased by the amount of the new tax, or tax increase.”

§3.3 Construction Phase

§3.3.1 General

§3.3.1.2 Add the following language at the end of the section: “Other than services normally associated with Construction Manager’s performance of the General Conditions, Construction Manager shall not perform any portions of the Work unless it has been awarded such portion in accordance with the same procedures imposed upon all other trade contractors or subcontractors, and then, only if the Owner has determined that the Construction Manager’s bid or proposal provides the best value for the Owner.”

§3.3.1.3 Add the following new subsection after §3.3.1.2: “All portions of the Work, other than minor work, site clean-up, etc. (“General Conditions”), shall be performed by trade contractors or subcontractors, including the Construction Manager, who have been selected using competitive bids or competitive sealed proposals. With the Owner’s approval, the Construction Manager shall publicly advertise and solicit either competitive bids or competitive sealed proposals in accordance with the policies and procedures approved by Owner. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all trade contractor and subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. On any portion of the Work for which the Construction Manager submits a bid or proposal, the Owner shall receive and open the trade contractors’, subcontractors’ and Construction Manager’s bids or proposals, but shall not disclose the contents of the bids or proposals until the selection process therefore is completed. All bids or proposals shall be made public within seven (7) days after the date of final selection.”

§3.3.2 Administration

Add the following new subsections after §3.3.2.5:

“§3.3.2.6 Claims for Additional Time. The Construction Manager shall be entitled to an extension of the contract time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site only as determined from climatological data set forth in this subsection. Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical average cumulative number of rainy days for said month, provided that the rainfall prevented the execution of critical path Work on normal working days. A rain day is defined as a day when rainfall exceeds one-tenth (.1) inch during a twenty-four (24) hour period. The historical average cumulative number of rainy days per calendar month is agreed by the Owner and Construction Manager to be as set forth in the following:

Rainfall Table:

JAN	7 calendar days	APR	7 calendar days	JUL	4 calendar days	OCT	7 calendar days
FEB	6 calendar days	MAY	9 calendar days	AUG	4 calendar days	NOV	6 calendar days
MAR	8 calendar days	JUN	7 calendar days	SEP	6 calendar days	DEC	6 calendar days

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement. Time extensions may also be granted for any day following a period of precipitation during which muddy conditions exist and prevent performance of major items of work conducted on normal working days, which muddy conditions are subject to confirmation by the Owner.

Requests for an extension of time pursuant to this subsection shall be submitted to the Owner and Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, and shall include documentation demonstrating the nature and duration of the delays or disruptions and the anticipated effect it will have on the Construction Manager's abilities to perform its obligations along with a plan to deal with the effects of such abnormal or adverse weather conditions and proposed amendments to all affected schedules and the Gantt Chart necessarily resulting therefrom. Failure to timely submit a complete notice of claim for delays and extension of time for completion due to abnormal or adverse weather conditions or rainy days pursuant to this subsection shall result in the denial of a request for extra time for performance under the Contract Documents. In the event of such failure, no adjustment shall be made to the Guaranteed Maximum Price, and the Construction Manager shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in the adjustment of the working time, due to any of the factors outlined within this subsection.

No payment, compensation, or adjustment of any kind (other than the extensions of time provided for in the Contract Documents) shall be made to the Construction Manager for damages because of hindrances or delays from any cause other than intentional interference of the Owner, whether such hindrances or delays be avoidable or unavoidable, and the Construction Manager agrees that he will make no claim for compensation, damages or mitigation of liquidated damages for any such delays.”

“§3.3.2.7 The Owner shall provide all surveys of the property on which the Project is located. Construction Manager shall be responsible for layout of the Work. Dimensions of Work shall not be determined by scale or rule, but figured dimensions shall be followed at all times. Subject to Section 59.051 of the Texas Business and Commerce Code, the Construction Manager shall compare all drawings and verify all dimensions, take any and all measurements necessary to verify the Drawing dimensions in accordance with Section 3.2.2 of the General Conditions (AIA Document A201) in relation to conditions already established at the Project site before laying out the Work, and any discrepancy will be immediately called to the attention of the Architect and Owner by the Construction Manager. The Construction Manager will be held responsible for the consequences of defects that result from the Construction Manager's failure to disclose any discrepancy that the Construction Manager reasonably should have discovered using ordinary diligence .”

ARTICLE 4 OWNER'S RESPONSIBILITIES

§4.1 Information and Services Required of the Owner

§4.1.2 Delete this section in its entirety.

§4.1.3 Replace “shall” with “may” in the last line of this section.

§4.2 Owner's Designated Representative

§4.2.1 Legal Requirements

Delete this section in its entirety.

§4.3 Architect

Add the following new section after §4.3:

“§4.4 Inspection and Testing

The Owner shall provide or contract for, independently of the Construction Manager, the inspection services, the testing of construction materials engineering and the verification testing services necessary for acceptance of the Work by the Owner.”

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§5.1 Compensation

§5.1.3 Replace “shall” with “may” in the last line of this section.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§6.1 Contract Sum

§6.1.3 Add after the word “Work” the following: “shall be by formal Change Order.”

§6.1.4 Add after the word “Work” the following: “shall be no more than ten percent (10%) of the subcontractor’s cost, for overhead, and shall be no more than five percent (5%) of the subcontractor’s cost, for profit.”

§6.1.5 Add after the words “not exceed:” ninety-five percent (95%) of the standard rate paid at the place of the Project.”

§6.1.6 Add the following language to this section:

“§6.1.6 **Liquidated Damages for Failure to Complete on Time.** The time of completion is the essence of this Agreement. For each day that any work shall remain uncompleted after the time specified in the Contract Documents, or the increased time granted by the Owner, or as agreed upon to be increased by additional Work or materials ordered after this Agreement is signed, the sum One Thousand and No/100 Dollars (\$1,000.00) shall be deducted from the monies due the Construction Manager. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages per day that the Construction Manager shall be in default after the time stipulated in the Contract Documents for completing the Work. The said amount is fixed and agreed upon by and between the Owner and Construction Manager because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner in such event would sustain; and said amount is agreed to be the amount of damages which the Owner would sustain and which shall be retained from the monies due, or that may become due, the Construction Manager under this Agreement; and if said monies are insufficient to cover the amount owing, then the Construction Manager or its surety shall pay any additional amounts due. In the event that the actual damages incurred by the Owner exceed the amount of liquidated damages, Owner shall be entitled to recover its actual damages.”

§6.2 Guaranteed Maximum Price

Add the following language at the end of this section: “In case of any “buy out” transaction or agreement by the Construction Manager with a subcontractor for the subcontractor’s cost of its portion of the Work, then such savings shall be shared with the Owner in the following percentages: seventy-five percent (75%) to Owner, twenty-five percent (25%) to Construction Manager. Said savings shall be memorialized by appropriate change order. Documentation regarding such “buy out” transactions/agreements shall be subject to the Owner’s audit and inspection rights set forth in the Contract Documents.”

§6.3 Changes in the Work

§6.3.5 Delete this section in its entirety and replace with: “In the case of changes in the Work, the Construction Manager’s fee may be adjusted as provided for in Section 6.1 if both parties agree that the scope of Work has changed. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a change order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This

requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time.”

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§7.2 Labor Costs

§7.2.4 Delete this section in its entirety, and replace it with the following language: “Costs paid or incurred by the Construction Manager for payroll taxes, insurance, and customary benefits such as sick leave, medical and health benefits, holidays, vacations, retirement contributions, 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, and provided that such costs do not exceed forty-two percent (42%), subject to Exhibit B of such wages and salaries.”

§7.2.5 Delete this section in its entirety.

§7.3 Subcontract Costs

Delete from this section the last word “subcontracts” and replace it with “Guaranteed Maximum Price Amendment.”

§7.6 Miscellaneous Costs

§7.6.2 Delete this section in its entirety.

§7.6.5 Delete this section and subsection §7.6.5.1 in their entirety.

§7.6.7 Delete this section in its entirety.

§7.6.8 Delete this section in its entirety.

§7.6.9 Delete this section in its entirety.

§7.7 Other Costs and Emergencies

§7.7.3 Delete “or nonconforming” from both places in the first two lines of this section.

§7.9 Costs Not To Be Reimbursed

§7.9.1 In the first line of this section, delete the phrase “The Cost of the Work shall not include the items listed below” and replace it with the following: “The Cost of the Work shall exclude items including, but not limited to, those items listed below:”

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§§9.1, 9.1.1, 9.2 Delete these sections and subsection in their entirety and insert: “See Section 3.3.1.3, above.”

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§11.1 Progress Payments

§11.1.5 Add the following at the end of this section: “Construction Manager shall use AIA Document G702 for Application and Certificate for Payments, Cost of Work with GMP, and shall use AIA Document G703 for necessary continuation sheets related to AIA Document G702, or shall use such documents in a similar format approved by the Owner.”

§11.1.8 Retainage

Retainage shall be “five percent (5%).”

Add the following new subsection after §11.1.12:

“§11.1.13 In conjunction with any application for payment submitted by the Construction Manager, the Construction Manager shall comply with the release, lien waiver and other documentation requirements set forth in AIA Document A201-2017.”

§11.2 Final Payment

§11.2.2.3 Delete this section in its entirety and replace with the following: “If the Owner’s auditors’ report concludes that the Cost of the Work, as claimed by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, then any dispute about such difference shall be resolved by the parties’ complying with the provisions of Article 8 of the Construction Manager at Risk Agreement. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment that is not in dispute between the Owner and Construction Manager.”

§11.2.4 Replace “shall” with “may” in the second and fifth lines of this section.

§11.3 Interest

Delete this section in its entirety.

ARTICLE 14.3 INSURANCE AND BONDS

Delete this article in its entirety and replace it with the following: “For all phases of the Project, the Construction Manager shall purchase and maintain insurance and shall provide bonds in accordance with the Contract Documents.”

ARTICLE 12 DISPUTE RESOLUTION

Delete this article, including §§ 12.1 and 12.2 and all subsections thereunder, in their entirety.

ARTICLE 13 TERMINATION OR SUSPENSION

Delete this article, including §§13.1, 13.2, and 13.3, and all subsections thereunder, in their entirety.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§14.2 Successors and Assigns

Delete this section in its entirety.

§14.3 Insurance and Bonds

Delete this section in its entirety and replace it with the following: “For all phases of the Project, the Construction Manager shall purchase and maintain insurance and shall provide bonds in accordance with the Contract Documents.”

ARTICLE 15 SCOPE OF THE AGREEMENT

§15.2 Delete this section and all subsections in their entirety.

SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2017

ARTICLE 1 GENERAL PROVISIONS

§1.2 Correlation and Intent of the Contract Documents

Add new Subsection:

§1.2.1.2 Should the drawings disagree in themselves or with the specifications, the better quality or the greater quantity of the Work or materials shall control, unless otherwise ordered by the Owner in writing.

§1.7 Digital Data Use and Transmission

Delete the last sentence of this section.

§1.8 Building Information Models Use and Reliance

Delete the following from the second, third and fourth lines of this section: “and without having those protocols set forth in AIA Document E203-2013 Project Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013 Project Building Information Modeling Protocol Form.”

ARTICLE 2 OWNER

§2.2 Evidence of the Owner’s Financial Arrangements

§2.2.1 Delete this section.

§2.2.2 Delete this section.

§2.2.3 Delete this section.

§2.2.4 Delete this section.

§2.3 Information and Services Required of the Owner

§2.3.3 Delete “to whom the Contractor has no reasonable objection and” from this section.

§ 2.5 Owner’s Right to Carry Out the Work.

In the last line, delete “15” and replace with “8 of the Construction Manager at Risk Agreement.”

ARTICLE 3 CONTRACTOR

§3.2.4 Review of Contract Documents and Field Conditions by Contractor

In the third line, delete “15” and replace with “8 of the Construction Manager at Risk Agreement.”

§3.7 Permits, Fees, Notices and Compliance with Laws

§3.7.4 Concealed or Unknown Conditions

Insert “in writing” after “Contractor” in the eleventh line of this section. In the last line, delete “15” and replace with “8 of the Construction Manager at Risk Agreement.”

§3.7.5 In the last line, delete “15” and replace with “8 of the Construction Manager at Risk Agreement.”

§3.8 Allowances

§3.8.2.3 Replace “shall” with “may” in both places in the first and second lines of this section, and add “as negotiated with Owner” at the end of this section.

§3.9 Superintendent

§3.9.2 Insert “in writing” after “Architect” in the first line of this section, and also after “Contractor” in the third line of this section. Insert “pursuant to this §3.9.2” after “notice” in the fourth line of this section.

§3.18 Indemnification

Delete this section and all subsections in their entirety.

ARTICLE 4 ARCHITECT

§4.2 Administration of the Contract

§4.2.12 Add at the end of this section, “except as otherwise set forth in the Contract Documents.”

§4.2.14 Replace the second sentence of this section with the following: “The Architect’s response to such requests shall be made in writing within forty-eight (48) hours of receipt.”

ARTICLE 5 SUBCONTRACTORS

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

§5.2.1 In the second line of this section, add “in writing” after “Architect.” In the fourth line of this section, add “in writing” after Contractor.” In the last line of this section, after the first “notice” add “pursuant to this §5.2.1.”

§5.2.3 Replace “shall” with “may” in both places in the third and fourth lines of this section.

§5.4 Contingent Assignment of Subcontracts

§5.4.1.1 Add “in writing” after “Contractor” in this subsection.

§5.4.2 Replace “shall” with “may” in the second line of this section.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§6.2 Mutual Responsibility

§6.2.3 Delete this section in its entirety and replace with the following: “For costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities, damage to the Work, or defective construction, and for costs the Contractor incurs because of a Separate

Contractor's delays, improperly timed activities, damage to the Work, or defective construction, the Owner and Contractor shall make a Claim in accordance with Article 8 of the Construction Manager at Risk Agreement."

ARTICLE 8 TIME

§8.3 Delays and Extensions of Time

§8.3.1 Replace "Section 15.1.6.2" in the fourth line of this section with "the Contract Documents." Replace "Architect" with "Owner" in the sixth line of this section, replace "shall" with "may" in the sixth line of this section, and after the word "extended" in the sixth line of this section, replace "for such reasonable time as the Architect may determine" with "by Change Order."

§8.3.2 Replace "time" with "Contract Time" in this section, and delete "15" and replace with "8 of the Construction Manager at Risk Agreement."

ARTICLE 9 PAYMENTS AND COMPLETION

§9.1 Contract Sum

§9.1.2 Replace "shall" with "may" in the second line of this section.

§9.5 Decisions to Withhold Certification

§9.5.2 At the end of this section, delete "15" and replace with "8 of the Construction Manager at Risk Agreement."

§9.5.4 Delete entire section.

§9.7 Failure of Payment

Add "written" before "notice" in the fourth line of this section. Replace "shall" with "may" in both places in the fifth and sixth lines of this section. Delete "plus interest as provided for in the Contract Documents" at the end of this section, and replace with "as negotiated by the Owner and Contractor."

§9.9 Partial Occupancy or Use

§9.9.1 Place a period after the word "Contractor" in the last line of the section, and delete the rest of the section.

§9.10 Final Completion and Final Payment

§9.10.1 Replace "Architect" with "Owner and Architect" in both places of the second line of this section.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§10.2 Safety of Persons and Property

§10.2.8 Injury or Damage to Person or Property

Add “written” before “notice” in the second line of this section.

§10.3 Hazardous Materials and Substances

§10.3.2 In the eleventh line, replace “shall” with “may” in both places, and at the end of this section add: “, as negotiated by the Owner and Contractor.”

§10.3.4 At the beginning of the second sentence of this section, add the following: “To the extent permitted by law,”.

§10.3.5 Place a period after “Section 10.3.1” and delete the remainder of this section.

§10.3.6 Add at the end of this section: “to the extent permitted by law.”

§10.4 Emergencies

Replace “shall” with “may” in the last line of this section, and delete “15” and replace with “8 of the Construction Manager at Risk Agreement.”

ARTICLE 11 INSURANCE AND BONDS

Delete this article in its entirety.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§12.1 Uncovering Work

§12.1.2 Replace “shall” with “may” and delete “equitable” in the third line of this section.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§13.1 Governing Law

Delete this section in its entirety.

§13.2 Successors and Assigns

Delete this section in its entirety.

§13.4 Tests and Inspections

§13.4.1 Replace “shall” with “may” in the eighth line of this section.

§13.4.2 Replace “shall” with “may” in the last line of this section.

§13.5 Interest

Delete this section.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

Delete this article in its entirety.

ARTICLE 15 CLAIMS AND DISPUTES

Delete this article in its entirety.

CITY OF VAN ALSTYNE, TEXAS

CONTRACTOR.

Lane Jones, City Manager

Signature

Date: _____

Printed Name & Title

Date: _____

CITY OF VAN ALSTYNE, TEXAS
CONSTRUCTION MANAGER AT RISK AGREEMENT

For the consideration hereinafter set forth, _____ (“Contractor” or “Construction Manager”), a _____ corporation with an office in _____, agrees to provide construction services to the **City of Van Alstyne, Texas** (“City” or “Owner”), for the project and work identified in this Construction Manager at Risk Agreement (“Agreement”). This Agreement is effective as of _____, 2023, and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain professional construction and construction manager services from Contractor for the _____ project (“Project”); and

WHEREAS, Contractor is a construction firm selected to provide such services, based upon Contractor’s municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The term “Contract Documents” shall include and consist of the following documents:

1. This Agreement;
2. Standard Form of Agreement Between Owner and Construction Manager as Constructor, AIA Document A133-2019
3. Guaranteed Maximum Price Amendment, AIA Document A133-2019, Exhibit A;
4. Supplementary Conditions to AIA Documents A133-2019 and A201-2017;
5. (a) The General Conditions of the Contract for Construction, AIA Document A201-2017, as amended by the Supplementary Conditions;
(b) Whenever the term “AIA Document A201-2017, General Conditions of the Contract for Construction” or similar reference is used in the Contract Documents, including but not limited to the Standard Form of Agreement Between Owner and Construction Manager as Constructor, AIA Document A133-2019, and the Guaranteed Maximum Price Amendment attached to A133-2019, then such reference shall mean the AIA Document A201-2017 referenced in this section, as amended in this Agreement by the Supplementary Conditions.
6. Any Addenda adopted and agreed to by Owner and Contractor applicable to the Project;
7. The Specifications contained in the Project Manual adopted and agreed to by Owner and Contractor applicable to the Project;
8. The Drawings adopted and agreed to by Owner and Contractor applicable to the Project;
9. Other documents that form part of the Contract Documents:
 - a. Contractor’s Qualification Statement;
 - b. Advertisement for Bids;
 - c. Instruction to Bidders;
 - d. Bid form;

- e. Certified Sealed Proposal submitted by Contractor; and
- 10. Other amendments and/or modifications to the above documents as are mutually agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above. In the case of inconsistency between the documents that is not resolved by the order in which they are listed above, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation. Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise ordered by the Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action. If Contractor is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Contractor agrees to perform those special expertise services to the appropriate local, regional, and national professional standards.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

1. Contractor's Representative:

2. Owner's Representative:

City of Van Alstyne, Texas
Attn: City Manager
P.O. Box 247
Van Alstyne, TX 75495

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior written notice to the other party. Additionally, the roles and responsibilities of the following individuals shall not be materially changed during the Project duration, provided that their employment with the Contractor continues, and any such proposed change in the following personnel must have prior written approval by the Owner:

- _____ Project Executive providing a minimum of ____% time commitment to the Project(s).
- _____ Project Manager providing a minimum of ____% time commitment to the Project(s).
- _____ Project Superintendent providing a minimum of ____% time commitment to the Project(s).

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform such services as are necessary to the Project specifically including, but not necessarily limited to, the tasks enumerated more fully in the Contract Documents.

ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement or fail to diligently provide construction manager at risk construction services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

C. Owner may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to Owner. In the event of any breach by Contractor of any provision of this Agreement or in the event of any claim against Owner arising out of Contractor's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Contractor an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Contractor. Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work. Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under this Agreement. Amounts withheld under this Article shall be in addition to any retainage.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written 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 deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "confidential

information” means all oral and written information concerning Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner, or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies, or other documents, whether prepared by Contractor or others, which contain or otherwise reflect such information. The term “confidential information” shall not include such materials that are or become generally available to the public other than as a result of disclosure by Contractor, or are required to be disclosed by a governmental authority under applicable law.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE “INDEMNIFIED ITEMS”). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY’S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY’S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE TOWN WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY’S FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

C. THE OBLIGATIONS SET FORTH IN THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

D. Contractor shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Contractor. Nothing herein shall limit the insurance requirements or applicability of same set forth in this Agreement and the Contract Documents.

E. The above indemnity is a business understanding between the parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

D. The Owner may terminate this Agreement upon not less than thirty (30) days' written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

E. Notwithstanding any other provision in the Contract Documents to the contrary, it is agreed by the parties that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of Contractor's creditors, or (5) if a receiver is appointed on account of Contractor's insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any of the above-listed events, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Guaranteed Maximum Price.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. 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 by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement the following insurance written by companies approved by the State of Texas and acceptable to Owner. The Contractor shall furnish to the Owner certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, and expiration dates in compliance with all applicable required provisions:

1. General Liability: Commercial General Liability insurance, including, but not limited to Premises/Operations (including X, C and U coverage as applicable), Personal & Advertising Injury (with Employment Exclusion deleted), Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$2,000,000.00 per occurrence, \$4,000,000.00 Products/Completed Operations Aggregate, and \$4,000,000.00 General Aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Automobile Liability: Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence.

3. Workers' Compensation: Workers' Compensation insurance with statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: (a) by accident, \$1,000,000.00 each accident, and (b) by disease, \$1,000,000.00 per employee, with a per policy aggregate of \$1,000,000.00.

4. Professional Liability: Professional Liability insurance to provide coverage against any claim which the Contractor and all subcontractors engaged by the Contractor become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$4,000,000.00 per claim, \$4,000,000.00 annual aggregate.

Contractor shall not commence work at the project site(s) under this Agreement until all required insurance has been obtained and appropriate certificates have been submitted to Owner. If Owner is damaged by the failure of Contractor to maintain such insurance as required by the Contract Documents, then Contractor shall bear all reasonable costs properly attributed to such failure.

B. If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of this Agreement and acceptance by Owner.

C. With reference to the foregoing required insurance, the Contractor shall endorse applicable insurance policies as follows: (1) a waiver of subrogation in favor of Owner, its officials, employees and officers shall be contained in the Workers' Compensation insurance policy; (2) the Owner, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader; and (3) all insurance policies shall be endorsed to the effect that Owner will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or a material change of the policies. All insurance shall be purchased from an insurance company that meets a financial rating of B+IV or better as assigned by A. M. Best Company or equivalent.

D. Pursuant to Texas Administrative Code, Title 28, Section 110.110(c), the following language is hereby included in this Agreement:

REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The Contractor agrees to comply with all applicable provisions of Texas Administrative Code, Title 28, Section 110.110, entitled "Reporting Requirements for Building or Construction Projects for Governmental Entities." Under Section 110.110: (1) certain language must be included in this Agreement and in the Contractor's contracts with subcontractors and others relating to the Work, (2) the Contractor is required to submit to the City certificates of coverage for its employees and for all others providing services relating to the Work until all project Work is completed, and (3) the Contractor is required to post certain notices at job sites.

E. The Contractor shall procure and pay for performance and payment bonds applicable to the Work, in accordance with Texas Government Code, Chapter 2253. The performance and payment bonds shall be issued in forms acceptable to Owner. Among other things, these bonds shall apply to any Work performed during Contractor's performance under this Agreement, and to any Work performed during the warranty period after acceptance. The performance and payment bonds shall be issued by a corporate surety that is authorized to issue performance and payment bonds in Texas. Further, the Contractor shall supply to the Owner all capital and surplus information concerning the surety and all reinsurance information concerning the performance and payment bonds upon Owner request.

ARTICLE 10. MISCELLANEOUS

§10.1 Choice of Law

This Agreement shall be governed by the law of the State of Texas, and exclusive venue for any dispute shall be in any court of competent jurisdiction in Grayson County, Texas.

§10.2 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provisions shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

§10.3 Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner: City of Van Alstyne, Texas
 Attn: City Manager
 P.O. Box 247
 Van Alstyne, TX 75495

If to Contractor:

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

§10.4 Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

§10.5 Retainage

As is set forth in the Contract Documents, retainage shall be withheld and may be paid to: (a) ensure proper completion of the Work, and the Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective Work; (b) ensure timely completion of the Work, and the Owner may use retained funds to pay liquidated damages; and (c) provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents. Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage

not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

§10.6 No Respondeat Superior

Contractor will have exclusive control of and the exclusive right to control the details of the Work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, and the doctrine of *respondeat superior* shall not apply as between Owner and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor.

§10.7 Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

§10.8 Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party’s right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

§10.9 Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

§10.10 No Third-Party Beneficiary Created

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

§10.11 Signatures

The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary motions, resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties execute below:

CITY OF VAN ALSTYNE, TEXAS

CONTRACTOR.

Lane Jones, City Manager

Signature

Date: _____

Printed Name & Title

Date: _____

DRAFT AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the **Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

AGREEMENT made as of the « 13 » day of « August » in the year « 2024 »
(In words, indicate day, month, and year.)

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

« City of Van Alstyne, Texas » « »
« 152 N Main Dr »
« Van Alstyne, TX 75495 »
« Attn: Lane Jones, City Manager »

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

« TBD » « »
« »
« »
« »

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

« Van Alstyne Public Safety Complex »
« Blassingame Ave & N Waco St (State Hwy 5) »
« Van Alstyne, TX 75495 »

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

« Conduit Architecture + Design » « LLC »
« 711 Tennessee Street »
« McKinney, Texas 75069 »
« 972.392.9747 »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« The facility will contain common areas as well as police records, administration, patrol division, evidence, detective division, booking and holding, dispatch, fire administration, apparatus bays, and associated support services. In addition the design will include options for growth and future development of the Police Department »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« The Public Safety Facility (police and fire station complex) will have an approximate square footage of 50,000 SF; the final area will be determined by the Owner's budget and final program. The new building is proposed to be located on an undeveloped site (8.64 acres) bound by Blassingame Ave to the south and N Waco St (State Hwy 5) to the east in Van Alstyne, Texas »

§ 1.1.3 The Owner’s budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

« Construction Cost budget is approximately \$21,000,000 »

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« 100% Construction Documents completion date 11/26/24 »

.2 Construction commencement date:

« Upon “Notice to Proceed” »

.3 Substantial Completion date or dates:

« Projected date of 6/11/26 »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

« TBD »

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

« TBD »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

« Project Advocates »
« 3833 Ridgetop Lane »
« Plano, TX 75074 »
« Contacts: Phil Miller and Alma Zamora »
« »
« »

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address and other contact information.)

« N/A »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«Raba Kistner »« »
« 4407 N. Beltwood, Suite 102 »
« Dallas, Texas 75244 »
« »
« »

.2 Civil Engineer:

«Included in Architecture Scope »« »
« »
« »
« »
« »

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« Commissioning Agent, Third Party Storm Shelter Peer Reviewer, Construction Materials Testing Agency »

§ 1.1.11 The Architect’s representative:
(List name, address, and other contact information.)

« Kobey Seale »
« 711 N. Tennessee St »
« McKinney, Texas 75069 »
« seale@conduidad.com »
« 214.364.0480 »
« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

« TBD »
« »
« »
« »
« »
« »

§ 1.1.13 The Owner’s requirements for the Construction Manager’s staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

« X, shall lead the Construction Manager's preconstruction efforts by leading the preconstruction meetings, managing the behind the scenes work, and ultimately acting as the main point of contact throughout the preconstruction efforts phase. Any changes to staff will require approval by Owner and Owner's Representative. »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« YTBD »

§ 1.1.15 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager ~~may shall~~ appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner ~~may shall~~ adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as ~~negotiated with Construction Manager~~ ~~reessary~~, to accommodate material changes in the Initial Information ~~thatn~~ ~~impact price and schedule.~~

§ 1.3 ~~Neither the Owner's nor the~~ Construction Manager's representative shall ~~not~~ be changed without ten days' prior written notice to the ~~other party~~ Owner. ~~The CMAR's Project Team will include the individuals listed and such other assistants, technical, administrative, and other personnel as are required to carry out the Work effectively, to maintain the progress of the Work in accordance with the requirements of the Project Schedule, and to satisfy all obligations of the Contractor under the Contract Documents, subject to the Owner's written approval. No change in the composition of the Project Team, including, without limitation, reassignment and/or removal of any Project Team member, shall be made without the Owner's written approval and 10 days' prior notice. The Owner may require removal or reassignment of any member of the Project Team, or assistant, technical or administrative personnel with or without cause, upon notice to the Contractor. The contractor shall reassign or remove any Project Team member or assistant, technical or administrative personnel within five (5) business days after notice to do so from the Owner. Before beginning the Work, the Contractor shall provide to the Owner and the Architect a job organization chart, identifying all key personnel involved in the Work and their responsibilities, including the percentage of time each person identified thereon will devote to the Project.~~

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

~~Refer to City of Van Alstyne, Texas Construction Manager at Risk Agreement, Article 1, Contract Documents and Order of Precedence. 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. 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 15.~~

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate ~~and coordinate~~ with the ~~Owner's Representative and~~ Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, 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 ~~and the Project's schedule~~. The Owner agrees to furnish or approve, in a timely manner, ~~material~~ information required by

the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by the Supplementary Conditions shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, as modified by the Supplementary Conditions which document is incorporated herein by reference. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER’S RESPONSIBILITIES

The Construction Manager’s Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager’s Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Owner’s Representative Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner, Owner’s Representative and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall review the Drawings and Specifications and promptly report to the Owner’s Representative Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner’s program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect-Owner’s Representative and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner, Owner’s Representative and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult and coordinate with the Owner’s Representative Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner, Owner’s Representative and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall, using a form and format acceptable to the Owner and Owner's Representative, prepare and periodically update a Project schedule for the Owner Representative's Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Owner's Representative and the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, Owner's Representative, and other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Owner's Representative and the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's Representative and the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Owner's Representative, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner Representative's and the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner, Owner's Representative, and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Owner's Representative Architect is providing cost estimating-validation services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Owners Representative's Architect's cost estimates, the Construction Manager, Owner's Representative, and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner, Owner's Representative, and Architect and make recommendations regarding constructability and schedules, for the Owner's Representative and the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner, Owner's Representative, and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's and Owner's Representative review and approval. insert name shall lead the Construction Manager's preconstruction efforts by leading the preconstruction meetings, managing the behind the scenes work, and ultimately acting as the main point of contact throughout the preconstruction phase.

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§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop subcontractor and supplier bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the ~~Owner's Representative/Architect's~~ review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« Detailed Cost Opinions of the separate building(s), along with a combined Project Total Cost Summary, Cash Flow Analysis, Procurement Plan, Preconstruction Schedule, Project Schedule detailing the individual buildings along with a Master Schedule, Staffing Plan, Assistance in final development of the Project Charter, said deliverables will occur at, but not limited to: Design Development 50%, Design Development 100%, Construction Documents 50%, and GMP »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's, Owner's Representative, and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal ~~shall~~may be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 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 material changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, may~~shall~~ be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee; If Owner requests,

Construction Manager shall make available for inspection the background documents and information that form the basis of the Construction Manager's Guaranteed Maximum Price proposal.

- 4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- 5 A date by which the Owner must accept the Guaranteed Maximum Price, but in any event not less than sixty (60) days.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Construction Manager shall provide to the Owner an up-to-date log of the use of the Contractor's Contingency with each monthly payment application.

§ 3.2.5 The Construction Manager shall meet with the Owner, Owner's Representative, and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Owner's Representative or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Owner's Representative and Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed-upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner, Owner's Representative and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes from which the Owner is exempt by virtue of its status as a governmental entity. In the event that the Contractor is required to pay or bear the burden of any new federal, state, or local tax, or if any rate increase of an existing tax (except a tax on net profits), as a result of any statute, court decision, written ruling, or regulation that takes effect after the contract date, the Guaranteed Maximum Price shall be increased by the amount of the new tax, or tax increase. The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment. Other than services normally associated with Construction Manager's performance of the General Conditions, Construction Manager shall not perform any portions of the Work unless it has been awarded such portion

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in accordance with the same procedures imposed upon all other trade contractors or subcontractors, and then, only if the Owner has determined that the Construction Manager's bid or proposal provides the best value for the Owner.

§ 3.3.1.3 All portions of the Work, other than minor work, site clean-up, etc. ("General Conditions"), shall be performed by trade contractors or subcontractors, including the Construction Manager, who have been selected using competitive bids or competitive sealed proposals. With the Owner's approval, the Construction Manager shall publicly advertise and solicit either competitive bids or competitive sealed proposals in accordance with the policies and procedures approved by Owner. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all trade contractor and subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. On any portion of the Work for which the Construction Manager submits a bid or proposal, the Owner shall receive and open the trade contractors', subcontractors' and Construction Manager's bids or proposals, but shall not disclose the contents of the bids or proposals until the selection process therefore is completed. All bids or proposals shall be made public within seven (7) days after the date of final selection may be subject to disclosure under the Texas Public Information Act upon award of the bid or acceptance of the proposal and the completion of formal paperwork.

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§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare agendas and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner, Owner's Representative and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner, Owner's Representative and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner, Owner's Representative and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner, Owner's Representative and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 Claims for Additional Time

The Construction Manager shall be entitled to an extension of the contract time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site only as determined from climatological data set forth in this subsection. Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical average cumulative number of rainy days for said month, provided that the rainfall prevented the execution of critical path Work on normal working days. A rain day is defined as a day when rainfall exceeds one-tenth (.1) inch during a twenty-four (24) hour period. The historical average cumulative number of rainy days per calendar month is agreed by the Owner and Construction Manager to be as set forth in the following:

Rainfall Table: _____

JAN	7 calendar days	APR	7 calendar days	JUL	4 calendar days	OCT	7 calendar days
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<u>FEB</u>	<u>6 calendar days</u>	<u>MAY</u>	<u>9 calendar days</u>	<u>AUG</u>	<u>4 calendar days</u>	<u>NOV</u>	<u>6 calendar days</u>
<u>MAR</u>	<u>8 calendar days</u>	<u>JUN</u>	<u>7 calendar days</u>	<u>SEP</u>	<u>6 calendar days</u>	<u>DEC</u>	<u>6 calendar days</u>

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement. Time extensions may also be granted for any day following a period of precipitation during which muddy conditions exist and prevent performance of major items of work conducted on normal working days, which muddy conditions are subject to confirmation by the Owner.

Requests for an extension of time pursuant to this subsection shall be submitted to the Owner and Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, and shall include documentation demonstrating the nature and duration of the delays or disruptions and the anticipated effect it will have on the Construction Manager's abilities to perform its obligations along with a plan to deal with the effects of such abnormal or adverse weather conditions and proposed amendments to all affected schedules and the Gantt Chart necessarily resulting therefrom. Failure to timely submit a complete notice of claim for delays and extension of time for completion due to abnormal or adverse weather conditions or rainy days pursuant to this subsection shall result in the denial of a request for extra time for performance under the Contract Documents. In the event of such failure, no adjustment shall be made to the Guaranteed Maximum Price, and the Construction Manager shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in the adjustment of the working time, due to any of the factors outlined within this subsection.

No payment, compensation, or adjustment of any kind (other than the extensions of time provided for in the Contract Documents) shall be made to the Construction Manager for damages because of hindrances or delays from any cause other than intentional interference of the Owner, whether such hindrances or delays be avoidable or unavoidable, and the Construction Manager agrees that he will make no claim for compensation, damages or mitigation of liquidated damages for any such delays.

§ 3.3.2.7 The Owner shall provide all surveys of the property on which the Project is located. Construction Manager shall be responsible for layout of the Work. Dimensions of Work shall not be determined by scale or rule, but figured dimensions shall be followed at all times. Subject to Section 59.051 of the Texas Business and Commerce Code, the Construction Manager shall compare all drawings and verify all dimensions, take any and all measurements necessary to verify the Drawing dimensions in accordance with Section 3.2.2 of the General Conditions (AIA Document A201) in relation to conditions already established at the Project site before laying out the Work, and any discrepancy will be immediately called to the attention of the Architect and Owner by the Construction Manager. The Construction Manager will be held responsible for the consequences of defects that result from the Construction Manager's failure to disclose any discrepancy that the Construction Manager reasonably should have discovered using ordinary diligence.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 ~~Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2. Intentional deleted.~~

§ 4.1.3 The Owner and the Owner's Representative shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner, Owner's Representative, and the Architect, in consultation with the Construction Manager, may shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. ~~The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations ~~and utility locations for the site of the Project,~~ and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, ~~and~~ dimensions ~~and other necessary data~~ with respect to existing buildings, other improvements and trees; and information concerning known available utility services and lines, both public and private, above and below grade, ~~including inverts and depths~~. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.~~

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions and promptly and furnish information expeditiously with reasonable promptness, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. ~~The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~ Intentional deleted

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as generally described in AIA Document B133™–2019, Standard Form of Agreement Between the agreement between the Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 4.4 Inspection and Testing

The Owner shall provide or contract for, independently of the Construction Manager, the inspection services, the testing of construction materials engineering and the verification testing services necessary for acceptance of the Work by the Owner.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« TBD »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« N/A »

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, 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, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services ~~may~~shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon thirty (30) days after presentation of the Construction Manager’s invoice to the Owner. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

« » % « »

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

« The CMAR’s Fee will be X.XX% of the GMP’s Cost of Work. Once the GMP is established, the fee will become a Lump Sum amount, within the GMP amount. »

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work shall be by formal Change Order:

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« Upon issuances of Changes of Work in which affect the GMP amount, the Fee shall be adjusted accordingly. The percentage, as laid out in article 6.1.2, shall be the marked-up rate. The Contractor's Contingency shall include the associated fee, so that if a Change of Work is covered by the Contractor's Contingency then no additional Fee will be allowed. »

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

« 10% on Overhead and 5% Profit. The Construction Manager shall manage the Subcontractors to insure that the labor/burden rates do not already include Overhead and Profit resulting in doubling the Overhead and Profit. »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « ninety-five » percent (« 95 » %) of the standard rental rate paid at the place of the Project. Total rental of the Construction Manager owned equipment cannot exceed 95% of the value of said piece of equipment.

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

« Liquidated Damages for Failure to Complete on Time. The time of completion is the essence of this Agreement. For each day that any work shall remain uncompleted after the time specified in the Contract Documents, or the increased time granted by the Owner, or as agreed upon to be increased by additional Work or materials ordered after this Agreement is signed, the sum One Thousand and No/100 Dollars (\$1,000.00) per day shall be deducted from the monies due the Construction Manager. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages per day that the Construction Manager shall be in default after the time stipulated in the Contract Documents for completing the Work. The said amount is fixed and agreed upon by and between the Owner and Construction Manager because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner in such event would sustain; and said amount is agreed to be the amount of damages which the Owner would sustain and which shall be retained from the monies due, or that may become due, the Construction Manager under this Agreement; and if said monies are insufficient to cover the amount owing, then the Construction Manager or its surety shall pay any additional amounts due. In the event that the actual damages incurred by the Owner exceed the amount of liquidated damages, Owner shall be entitled to recover its actual damages.» »

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

« Shared savings of 25% to Contractor and 75% to Owner, with a maximum of \$100,000 to the contractor, shall be applied to the balance of the remaining Contractor Contingency upon project completion. Said savings shall be memorialized by appropriate order. Documentation regarding such "buy out" transactions/agreements shall be subject to the Owner's audit and inspection rights set forth in the Contract Documents.»

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work ~~within the general scope of the Contract consisting of additions, deletions or other revisions~~. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. Notwithstanding any other terms, Construction Manager shall no later than twenty-one (21) days after the Owner's issuance of a change submit its proposal for an equitable adjustment in the Contract Time, if any, as a result of the changes in the Work. Construction Manager's failure to do so shall constitute a waiver of any claims for an equitable adjustment in the Contract Time as a result of such changes.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

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

§ 6.3.3 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 6 and 7 of this Agreement. 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.

§ 6.3.4 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 Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 ~~In the case of changes in the Work, the Construction Manager’s fee may be adjusted as provided for in Section 6.1, if both parties agree that the scope of Work has changed. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a change order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time. If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’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 Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’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 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

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

§ 7.1.3 Costs shall be at rates not higher than the standard rates 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 Construction Manager 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 Construction Manager’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 Construction Manager’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.)

« »

§ 7.2.3 Wages and salaries of the Construction Manager'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 Construction Manager for payroll taxes, insurance, and customary benefits such as sick leave, medical and health benefits, holidays, vacations, retirement contributions, 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, and provided that such costs do not exceed forty-two percent (42%), subject to Exhibit B of such wages and salaries. Costs paid or incurred by the Construction Manager, 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-Intentionally Deleted~~

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Guaranteed Maximum Price Amendment, ~~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 Construction Manager. 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager, 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 Construction Manager's site office, including general office equipment and supplies.

§ 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 Construction Manager, 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 Construction Manager is liable. Intentionally deleted.~~

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

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

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

~~§ 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 Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager 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 Construction Manager's Fee or subject to the Guaranteed Maximum Price. Intentionally deleted.~~

§ 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. Intentionally deleted.~~

~~§ 7.6.8 Intentionally deleted. Deposits lost for causes other than the Construction Manager'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 Construction Manager, reasonably incurred by the Construction Manager 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. Intentionally deleted.~~

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

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager'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 Construction Manager, 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 Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 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 Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager 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 Construction Manager; 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 Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the 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 Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 ~~The Cost of the Work shall exclude items including, but not limited to, those items listed below. The Cost of the Work shall not include the items listed below:~~

- 1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’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 14;
- 2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- 3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- 4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- 5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- 6 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 Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- 7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- 8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- 9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager 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 Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 ~~See Section 3.3.1.3, above. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from~~

which, the Construction Manager shall obtain bids. The Construction Manager 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 Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 See Section 3.3.1.3, above, When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (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 Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 See Section 3.3.1.3, above, 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 Construction Manager 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 Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager 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 Construction Manager'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 Construction Manager shall preserve these records for a period of three years after final payment, or the conclusion of any Project-related claims involving Construction Manager, whichever is later, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

« Pencil Review due by the 23rd of each month, then official Application for Payment due by the last business day of the month. »

§ 11.1.3 Provided that an Application for Payment is received by the Owner's Representative Architect in accordance with the terms of the Agreement, not later than the « » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than thirty (30) days after approval the « » day of the « » 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 « » (« ») days after the Architect receives the Application for Payment.

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

§ 11.1.4 With each Application for Payment, the Construction Manager 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 Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager 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 Construction Manager's Fee. Construction Manager shall use AIA Document G702 for Application and Certificate for Payments, Cost of Work with GMP, and shall use AIA Document G703 for necessary continuation sheets related to AIA Document G702, or shall use such documents in a similar format approved by the Owner.

§ 11.1.5.1 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 Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

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

§ 11.1.6 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 Construction Manager on account of that portion of the Work and for which the Construction Manager 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.

§ 11.1.7 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:

§ 11.1.7.1 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 Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager'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 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 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 Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

- 4 ~~Any amount related to 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 Construction Manager in the documentation required by Section 11.1.4 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 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 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.)

« Ten percent (10%) »

§ 11.1.8.1.1 The following items are not subject to retainage:

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

« »

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

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« At 50% completion as determined by the AIA-G703 payment application, retainage (including previous applications) shall be reduced to 5%. Reduction of Retainage is subject to Owner's approval based on the Work progressing satisfactorily and Contractor is not in default or any of its obligations under the Contract Document »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. 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.)

« Retainage Payment is subject to the completion of the Owner's Audit and Reconciliation and/or completion of Project Punchlist »

§ 11.1.9 ~~Notwithstanding any provision to the contrary, the Owner may, in addition to any other rights under this Agreement, at law or in equity and upon fifteen (15) days prior written notice to Construction Manager, withhold payment on Applications for Payment or a portion thereof, in an amount and to such extent as may be reasonably necessary to protect the Owner from loss due to 1) defective Work not remedied in accordance with this Agreement; 2) stop payment notices, liens or other encumbrances on all or a portion of the Project site which are filed by any Subcontractor, any sub-subcontractor or any other person acting through or under any of them; 3) any breach by Construction Manager of any material provision of this Agreement; 4) the assessment of any fines or penalties against the Owner as a result of Construction Manager's failure to comply with applicable laws, codes, standard, regulations; 5) damage or loss to the Project site caused by Construction Manager or any of its Subcontractors or sub-subcontractors; 6) failure of Construction Manager to make payments to Subcontractors as required under their respective subcontracts, excluding the right of Construction Manager to withhold payments to Subcontractors as provided under the terms of the applicable Subcontract; 7) failure by Construction Manager to submit any schedule required under this Agreement; or 8) any other costs or liabilities which the Owner has incurred for which Construction Manager is responsible.~~ If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

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

§ 11.1.11 The Owner and the Construction Manager 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 Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Owner's Representative and the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Owner's Representative and Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Owner's Representative and Architect has made exhaustive or continuous on-site inspections; or (3) that the Owner's Representative and Architect has made examinations to ascertain how or for what purposes the Construction Manager 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.

§ 11.1.13 In conjunction with any application for payment submitted by the Construction Manager, the Construction Manager shall comply with the release, lien waiver and other documentation requirements set forth in AIA Document A201-2017

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- 1 the Construction Manager has fully performed the Contract, except for the Construction Manager'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 Construction Manager 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 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall may conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

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

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager 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 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Owner's Representative and the Architect is are not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as claimed by the Construction Manager's final accounting, is less than claimed by the Construction Manager, then any dispute about such difference shall be resolved by the parties' complying with the provisions of Article 8 of the Construction Manager at Risk Agreement. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment that is not in dispute between the Owner and Construction Manager. If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager 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 Construction Manager within 30 days after the Construction Manager'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 Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner may reimburse the Construction Manager for such costs, and the Construction Manager'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 6.1.7, the amount of those adjustments may be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 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.)

« » % « »

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 REFER TO CITY OF VAN ALSTYNE, TEXAS CONSTRUCTION MANAGER AT RISK AGREEMENT

Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 12.2 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.)

[« »] Arbitration pursuant to Article 15 of AIA Document A201-2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

If the Owner and Construction Manager 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.

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**ARTICLE 13 REFER TO CITY OF VAN ALSTYNE, TEXAS CONSTRUCTION MANAGER AT RISK AGREEMENT
TERMINATION OR SUSPENSION**

§ 13.1.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager'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; and
3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

~~§ 13.2.2.1 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 Construction Manager 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 Construction Manager to the date of termination;~~
- ~~2. Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager'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.~~

~~§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.~~

§ 13.2.3 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 Construction Manager a termination fee as follows:~~

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

« »

§ 13.3 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 Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.~~

ARTICLE 14 MISCELLANEOUS PROVISIONS

~~§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2017. 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.~~

§ 14.2 Successors and Assigns

~~§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201-2017, 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.~~

~~§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment. Intentionally deleted.~~

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§ 14.3 Insurance and Bonds

§ 14.3.1 For all phases of the Project, the Construction Manager shall purchase and maintain insurance and shall provide bonds in accordance with the Contract Documents. REFER TO CITY OF VAN ALSTYNE, TEXAS CONSTRUCTION

MANAGER AT RISK AGREEMENT Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than <> (\$ <>) for each occurrence and <> (\$ <>) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than <> (\$ <>) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than <> (\$ <>) each accident, <> (\$ <>) each employee, and <> (\$ <>) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than <> (\$ <>) per claim and <> (\$ <>) in the aggregate.

§ 14.3.1.6 Other Insurance

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

Coverage	Limits
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§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

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

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

« »

§ 14.5 ~~Other provisions:~~Indemnification

« REFER TO CITY OF VAN ALSTYNE, TEXAS CONSTRUCTION MANAGER AT RISK AGREEMENT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSTRUCTION MANAGER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER; ITS SUBSIDIARIES, Owner’s Representative, AND AFFILIATES; ITS OWNERS, PARTNERS, AND EMPLOYEES (“INDEMNITEES”) FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, ARISING OUT OF OR RESULTING FROM THE WORK PERFORMED BY CONSTRUCTION MANAGER, CONSTRUCTION MANAGER’S NEGLIGENCE, CONSTRUCTION MANAGER’S WILLFUL MISCONDUCT, OR CONSTRUCTION MANAGER’S BREACH OF THIS AGREEMENT, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEES. FURTHER, CONSTRUCTION MANAGER ACKNOWLEDGES THAT ANY CAUSE OF ACTION OWNER MAY HAVE AGAINST CONSTRUCTION MANAGER FOR BREACH OF CONTRACT OR WARRANTY EXISTS INDEPENDENTLY OF CONSTRUCTION MANAGER’S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. »

§ 14.6 Consequential Damages

Notwithstanding anything to the contrary, Owner shall be not be liable to Construction Manager under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions, or damages or losses for principal office expenses including compensation of personnel stationed there and Construction Manager hereby waives and releases Owner and Owner’s Representative from all such losses and damages.

§ 14.7 Governing Law

Notwithstanding anything to the contrary, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and venue for any action regarding this Agreement shall lie in the courts of proper jurisdiction located in Grayson County, Texas.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .6 Other Exhibits:
(Check all boxes that apply.)

« » AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

« » Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>-CITY OF VAN ALSTYNE CMAR RFP</u>	<u>CITY OF VAN ALSTYNE CMAR RFP</u>		
<u>CITY OF VAN ALSTYNE SUPPLEMENTARY CONDITIONS TO A133</u>	<u>CITY OF VAN ALSTYNE SUPPLEMENTARY CONDITIONS TO A133</u>		
<u>CITY OF VAN ALSTYNE, TEXAS CONSTRUCTION MANAGER AT RIS AGREEMENT</u>	<u>CITY OF VAN ALSTYNE, TEXAS CONSTRUCTION MANAGER AT RIS AGREEMENT</u>		
<u>RFP SUBMISSION FROM (CMAR)</u>	<u>RFP SUBMISSION FROM (CMAR)</u>		

.7 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 Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

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

OWNER *(Signature)*
 « »

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*
 « »

(Printed name and title)



AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

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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.

§ 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 protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 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 protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

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.

§ 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 Owner shall secure and pay for necessary 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.

§ 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, 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 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 any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect 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 any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect 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.

§ 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, 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, the Contractor 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, if the Architect 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.

§ 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.

§ 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 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 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.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

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, 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

- .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 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 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 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, 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 and signed by the Owner, 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 such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect 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.

§ 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 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 Architect. 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.

§ 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 will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect'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 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 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 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 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 and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect 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.

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, 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 Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect 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 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. This schedule, unless objected to by the Architect, 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 supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, 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 ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if 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 require, 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, 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 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.

§ 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 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.

§ 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, 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.

§ 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 the Owner nor Architect shall 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 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 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 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 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 shall prepare and submit to the Architect 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 of the Contractor's 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 correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect 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.

§ 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 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 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 (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 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.

§ 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 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.

§ 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.

§ 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.

§ 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.

§ 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 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.

§ 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 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.

§ 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 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 shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect 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;
- .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 a Certificate 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.

§ 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 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;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 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.

§ 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 will issue Certificates for 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 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 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 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.

Sample

Level 0 ▲	Level 1	Level 2	Level 3	Level 4	Quantity	UOM	Unit Cost	GSF	\$/GSF	Total Cost	Notes
TOTAL COST									\$729.48	\$33,767,725.00	
☐ 01. CONSTRUCTION HARD COSTS									\$572.65	\$26,508,011.00	
☐ G. BUILDING SITEWORK									\$529.45	\$24,508,011.00	
☐ G 20 Site Improvement									\$529.45	\$24,508,011.00	
☐ G 2040 Site Development									\$529.45	\$24,508,011.00	
1				Construction Hard Cost Opinion	1	EA	\$24,508,011.00	46,290	\$529.45	\$24,508,011	
☐ Z. GENERAL CONDITIONS									\$43.21	\$2,000,000.00	
☐ Z 20 Construction Contingencies									\$43.21	\$2,000,000.00	
☐ Z 2010 Design contingencies									\$43.21	\$2,000,000.00	
2				Design contingencies	1	Allowance	\$2,000,000.00	46,290	\$43.21	\$2,000,000	Design Furtherment
☐ 02. SOFT COSTS & OTHER									\$156.83	\$7,259,714.00	
☐ X 10. DESIGN AND MANAGEMENT									\$71.08	\$3,290,500.00	
☐ X 10 Design and Management									\$71.08	\$3,290,500.00	
☐ X 1002 Design Services									\$52.92	\$2,449,500.00	
3											
4											
5											
6											
7											
8											
9											
10											

	Level 0 ▲	Level 1	Level 2	Level 3	Level 4	Quantity	UOM	Unit Cost	GSF	\$/GSF	Total Cost	Notes
11					Storm Shelter Consultant	1	Allowance	\$20,000.00	46,290	\$0.43	\$20,000	
					X 1003 Geotech					\$0.00	\$0.00	
12					Geotech	1	Lump Sum	\$0.00	46,290	\$0.00	\$0	PA to verify standing with Raba Kistner Engineering and discuss the project status.
					X 1004 Commissioning					\$1.73	\$80,000.00	
13					Commissioning	1	Lump Sum	\$80,000.00	46,290	\$1.73	\$80,000	
					X 1005 Survey					\$0.54	\$25,000.00	
14					Survey	1	Lump Sum	\$25,000.00	46,290	\$0.54	\$25,000	PA to retrieve survey from the previous design team.
					X 1006 Environmental services					\$0.18	\$8,500.00	
15					ESA Phase 01	1	Lump Sum	\$8,500.00	46,290	\$0.18	\$8,500	PA to check on locating ESA.
					X 1009 Acoustical Consultants					\$0.00	\$0.00	
16					Acoustical Consultants	0	Lump Sum	\$20,000.00	46,290	\$0.00	\$0	YTBD if this service is needed
					X 1010 Low Voltage Design					\$0.98	\$45,500.00	
17					Low Voltage Design	1	Lump Sum	\$45,500.00	46,290	\$0.98	\$45,500	Telios. 0.22% of \$21M Data/Voice/Security/AV Included
					X 1011 Furniture selection					\$1.36	\$63,000.00	
18					FF&E Assistance	1	Lump Sum	\$63,000.00	46,290	\$1.36	\$63,000	Conduit Architecture. 0.3% of \$21M
					X 1012 Program management					\$13.37	\$619,000.00	
19												
20												
					X 20. FFE					\$38.27	\$1,771,714.00	
					X 20 FFE					\$38.27	\$1,771,714.00	
					X 2017 Artwork					\$1.30	\$60,000.00	
21					Artwork	1	Allowance	\$60,000.00	46,290	\$1.30	\$60,000	History wall (PD/FD/Boy Scout/Van Alstyne)
					X 2018 Relocation					\$0.22	\$10,000.00	
22					Relocation	1	Allowance	\$10,000.00	46,290	\$0.22	\$10,000	Special systems relocation from existing to new.
					X 2019 Furniture/Equipment					\$25.21	\$1,167,000.00	

	Level 0 ▲	Level 1	Level 2	Level 3	Level 4	Quantity	UOM	Unit Cost	GSF	\$/GSF	Total Cost	Notes
23					Furniture Complete	1	Allowance	\$300,000.00	46,290	\$6.48	\$300,000	Police and Fire Furniture. What about pots, pans, mixers, utensils, plates, bowls, etc...
24					Fitness Equipment	1	Allowance	\$80,000.00	46,290	\$1.73	\$80,000	
25					Police Department Equipment	1	Allowance	\$276,000.00	46,290	\$5.96	\$276,000	Includes a 10% Contingency -No RADIOS included! -High Density shelving included \$156k -Fume hoods in Hard Costs (\$24k)
26					Fire Department Equipment	1	Allowance	\$141,000.00	46,290	\$3.05	\$141,000	Per Conduit/PA Historical Costs -No RADIOS included! -MagneGrip Exhaust System in Hard Costs (\$84k)
27					Dispatch Equipment	4	Allowance	\$30,000.00	46,290	\$2.59	\$120,000	
28					EOC Fit Out	1	Allowance	\$200,000.00	46,290	\$4.32	\$200,000	Needs vetted
29					Holding Area Furniture	1	ALLOWANCE	\$20,000.00	46,290	\$0.43	\$20,000	Sand filled furniture & Misc.
30					Patio Equipment	2	Each	\$15,000.00	46,290	\$0.65	\$30,000	Grill, Chairs, and Tables
					X 2020 Kitchen Equipment					\$3.13	\$145,000.00	
31					Fire Kitchen Equipment	1	Allowance	\$65,000.00	46,290	\$1.40	\$65,000	Per Conduit/PA Historical Costs
32					Breakroom Equipment	4	Allowance	\$20,000.00	46,290	\$1.73	\$80,000	Breakroom in the Community Space, Holding, Breakroom, and Dispatch.
					X 2021 Graphics/Signage					\$2.53	\$117,000.00	
33					Interior Signage	1	Allowance	\$9,000.00	46,290	\$0.19	\$9,000	Non-Code Required Signage (Room Signage)
34					Exterior Signage	1	Allowance	\$100,000.00	46,290	\$2.16	\$100,000	Public Safety, PD, and FD main entrance monument sign at Waco Street and smaller sign at Blasingame.
35					Graphics	2	Allowance	\$4,000.00	46,290	\$0.17	\$8,000	FD and PD Badge to put on wall
					X 2026 Network					\$5.89	\$272,714.00	
36					Network Equipment	1	Allowance	\$272,714.00	46,290	\$5.89	\$272,714	All Low voltage: Security, AV, Data, Structured Cabling, Access Control, Network Equipment, WAP's, DAS. CSI takeoff includes \$927,286 Balance from \$1.2M=272,714
					X 30. OTHER SOFT COSTS					\$8.59	\$397,500.00	
					X 30 Other Soft Costs					\$8.59	\$397,500.00	
					X 3007 SWPPP Inspections					\$0.11	\$5,000.00	
37					SWPPP Inspections	1	Allowance	\$5,000.00	46,290	\$0.11	\$5,000	3rd Party site inspections (if needed)
					X 3008 Special Inspections					\$1.30	\$60,000.00	

	Level 0 ▲	Level 1	Level 2	Level 3	Level 4	Quantity	UOM	Unit Cost	GSF	\$/GSF	Total Cost	Notes
38					Special Inspections	1	Allowance	\$60,000.00	46,290	\$1.30	\$60,000	Construction Material Testing
					<input type="checkbox"/> X 3013 Permit					\$0.54	\$25,000.00	
39					Permit	1	Allowance	\$25,000.00	46,290	\$0.54	\$25,000	Will Bureau Veritas have any review fees? Who takes care of inspections?
					<input type="checkbox"/> X 3014 Utility Fees					\$0.00	\$0.00	
40					Utility Fees	0	Allowance	\$25,000.00	46,290	\$0.00	\$0	Not likely needed, but verify
					<input type="checkbox"/> X 3015 Legal					\$0.16	\$7,500.00	
41					Legal	1	Allowance	\$7,500.00	46,290	\$0.16	\$7,500	Prior and upcoming legal review
					<input type="checkbox"/> X 3027 Project Specific					\$5.40	\$250,000.00	
42					Project Specific 1- Oncor Infrastructure	0	Allowance	\$100,000.00	46,290	\$0.00	\$0	
43					Project Specific 2- Pocket Park	1	Allowance	\$250,000.00	46,290	\$5.40	\$250,000	Design-Build procurement
44					Project Specific 3				46,290			
					<input type="checkbox"/> X 3028 Misc Expenses					\$1.08	\$50,000.00	
45					Project Reimbursables	1	Allowance	\$50,000.00	46,290	\$1.08	\$50,000	Project reimbursables and miscellaneous costs
					<input type="checkbox"/> X 40. PROJECT CONTINGENCY					\$38.89	\$1,800,000.00	
					<input type="checkbox"/> X 40 Project Contingency					\$38.89	\$1,800,000.00	
					<input type="checkbox"/> X 4030 Project Contingency					\$38.89	\$1,800,000.00	
46					Project Contingency	1	Allowance	\$630,000.00	46,290	\$13.61	\$630,000	5% of \$21M=\$1,050,000 Recommend 3% of \$21M=\$630,000
47					Project Escalation	1	Allowance	\$1,170,000.00	46,290	\$25.28	\$1,170,000	1.5%/quarter Construction beginning in Q1 of 2025. 4.5% of \$26M (Take out Design, OR, and CMAR OH) \$21M (Hard Costs) x 4.5%=\$945,000 (To be in CSI Costs) \$5M (Soft Costs) x 4.5%= \$225,000 (Soft Cost Plan) Total \$1,170,000
TOTAL COST										\$729.48	\$33,767,725.00	

PUBLIC SAFETY COMPLEX

VAN ALSTYNE, TX

May 24, 2024

<u>Division</u>	<u>Description</u>	<u>COMMENTS</u>	<u>SITE</u>	<u>BLDG</u>	<u>TOTAL</u>
COST OF WORK					
01	GENERAL REQUIREMENTS				
010000	GENERAL REQUIREMENTS		\$ 137,316	\$ 48,145	\$ 185,461
	PRECONSTRUCTION SERVICES		\$ -	\$ -	\$ -
02	SITE WORK				
02300	EARTHWORK		\$ 787,492	\$ -	\$ 787,492
02360	TERMITE CONTROL		\$ 4,629	\$ -	\$ 4,629
02500	SITE UTILITIES		\$ 711,735	\$ -	\$ 711,735
02780	PAVEMENT MARKINGS		\$ 23,055	\$ -	\$ 23,055
02800	FENCING		\$ 485,775	\$ -	\$ 485,775
02890	SITE SPECIALTIES		\$ -	\$ -	\$ -
02900	LANDSCAPING & IRRIGATION		\$ 437,056	\$ -	\$ 437,056
03	CONCRETE				
03300	CONCRETE		\$ 976,029	\$ 1,337,390	\$ 2,313,419
04	MASONRY				
04200	MASONRY		\$ 74,860	\$ 1,298,375	\$ 1,373,235
05	METALS				
05100	STRUCTURAL STEEL		\$ 20,800	\$ 2,045,212	\$ 2,066,012
06	WOODS & PLASTICS				
06100	ROUGH CARPENTRY		\$ -	\$ 106,013	\$ 106,013
06400	FINISH CARPENTRY / MILLWORK		\$ -	\$ 261,850	\$ 261,850
07	THERMAL & MOISTURE PROTECTION				
07240	PLASTER		\$ -	\$ 366,458	\$ 366,458
07400	METAL PANELS		\$ -	\$ 145,800	\$ 145,800
07500	ROOFING		\$ -	\$ 900,365	\$ 900,365
07900	WATERPROOFING / CAULKING & SEALANTS		\$ 15,157	\$ 159,393	\$ 174,550
08	OPENINGS				
08100	DOORS / FRAMES / HARDWARE		\$ -	\$ 405,100	\$ 405,100
08360	OVERHEAD DOORS		\$ -	\$ 315,000	\$ 315,000
08400	STOREFRONT / CURTAINWALL / GLASS & GLAZING		\$ -	\$ 435,305	\$ 435,305
09	FINISHES				
09250	DRYWALL / ACOUSTICAL		\$ -	\$ 1,287,726	\$ 1,287,726
09600	FLOORING		\$ -	\$ 385,609	\$ 385,609
09900	PAINTING		\$ -	\$ 254,438	\$ 254,438
10	SPECIALTIES				
10100	STANDARD SPECIALTIES		\$ 30,000	\$ 163,900	\$ 193,900
10600	WALKWAY CANOPIES		\$ -	\$ -	\$ -
10700	LOCKERS		\$ -	\$ 168,500	\$ 168,500
11	EQUIPMENT				
11200	DETENTION EQUIPMENT		\$ -	\$ 422,000	\$ 422,000
11300	LAB CASEWORK		\$ -	\$ 75,000	\$ 75,000
11400	RESIDENTIAL APPLIANCES		\$ -	\$ 100,000	\$ 100,000
12	FURNISHINGS				
	WINDOW TREATMENTS		\$ -	\$ 27,000	\$ 27,000

13	SPECIAL CONSTRUCTION				
14	CONVEYING SYSTEMS				
15	MECHANICAL				
	FIRE PROTECTION		\$ -	\$ 181,423	\$ 181,423
	PLUMBING		\$ -	\$ 749,800	\$ 749,800
	HVAC		\$ -	\$ 2,203,413	\$ 2,203,413
16	ELECTRICAL & LOW VOLTAGE				
	ELECTRICAL		\$ 198,500	\$ 2,521,760	\$ 2,720,260
	SECURITY & SURVEILLANCE		\$ -	\$ 571,763	\$ 571,763
	DATA CABLING		\$ -	\$ 355,523	\$ 355,523
SUBTOTAL - COST OF WORK			\$ 3,902,404	\$ 17,292,261	\$ 21,194,665
	GENERAL CONDITIONS		\$ 172,481	\$ 764,295	\$ 936,776
SUBTOTAL -			\$ 4,074,885	\$ 18,056,556	\$ 22,131,441
	INSURANCE - GENERAL LIABILITY		\$ 53,981	\$ 239,200	\$ 293,181
	INSURANCE - BUILDER'S RISK		\$ 9,388	\$ 41,600	\$ 50,988
	BUILDING PERMIT	<i>Waived by City</i>	\$ -	\$ -	\$ -
	SDI		\$ 48,946	\$ 224,174	\$ 273,120
	PERFORMANCE & PAYMENT BONDS		\$ 34,141	\$ 151,284	\$ 185,425
SUBTOTAL -			4,221,341	18,712,814	\$ 22,934,155
0.00%	ESCALATION CONTINGENCY (CURRENTLY INCLUDED IN SOFT COST)		\$ -	\$ -	\$ -
3.00%	CONTRACTOR'S CONTINGENCY		\$ 126,640	\$ 561,384	\$ 688,025
SUBTOTAL -			\$ 4,347,981	\$ 19,274,198	\$ 23,622,179
3.75%	OVERHEAD & PROFIT		\$ 163,049	\$ 722,782	\$ 885,832
TOTAL			\$ 4,511,030	\$ 19,996,981	\$ 24,508,011
		Per Sqft	\$ 12.89	\$ 431.99	\$ 529.45
RATES		Per Acre	\$ 561,430		

Project Advocates
 Conceptual Design - Detailed Estimate

GENERAL REQUIREMENTS

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SITE LOGISTICS					
Construction Fencing (at Trailer/Yard Only)	2,365	LF	\$ 10.00	\$ 23,650	
Street / Sidewalk Rental		Days	\$ 50	\$ -	
Gates	0	Each	\$ 1,500	\$ -	
Radio System / Site Communications		LS	\$ 4,500	\$ -	
CLEAN UP					
Progress Clean-Up / Day Labor 3 Labor Days / Week	37	Weeks	\$ 600	\$ 21,909	
Dumpsters / Recycling 1.5 Dumps/Week	91	Load	\$ 650	\$ 59,336	
Final Clean Office	46,290	SF	\$ 0.50	\$ 23,145	
Final Clean Windows	3,633	SF	\$ 0.35	\$ 1,272	
COORDINATION					
Initial Survey - Control Layout / Building Corners	1	LS	\$ 15,000	\$ 15,000	
Roof/Waterproof/Envelope Consultant	1	LS	\$ 25,000	\$ 25,000	
City Plan Review (Expediter)	0	LS		\$ -	
Specialty Consultants				\$ -	
GENERAL EQUIPMENT					
Pumping	0	Months	\$ 1,000	\$ -	
Small Tools	14	Months	\$ 400	\$ 5,618	
General Rentals	14	Months	\$ 750	\$ 10,533	
Generators	0	Months	\$ 1,000	\$ -	
Fuel / Maintenance	0	Months	\$ 450	\$ -	
Surveillance	0	Months	\$ 1,750	\$ -	
				\$ -	
TOTAL BASE BID				\$ 185,461	

02 SITE WORK
EARTHWORK

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING					
				\$ -	
				\$ -	
				\$ -	
Erosion Control					
Administrative					
SWPPP Plan	1	LS	\$ 2,500.00	\$ 2,500	
NOI Fee	1	LS	\$ 350.00	\$ 350	
SWPPP Sign	1	LS	\$ 500.00	\$ 500	
SWPPP Inspections	61	Wks	\$ 50.00	\$ 3,043	
BMPs					
Construction Entrance (35'x50')	1	Each	\$ 2,500.00	\$ 2,500	
Silt Fence	2,365	LF	\$ 2.00	\$ 4,730	
Inlet Protection	5	Each	\$ 250.00	\$ 1,250	
Construction					
SWPPP Maintenance & Repair	61	Wks	\$ 75.00	\$ 4,564	
SWPPP Removal	1	LS	\$ 2,000.00	\$ 2,000	
Demolition					
Saw Cut Concrete	492	LF	\$ 12.00	\$ 5,904	
Demo Existing Ballfields	1	LS	\$ 10,000.00	\$ 10,000	
Excavation					
Clear & Grub Site Area: #REF! SF	8.03	Acres	\$ 1,800.00	\$ 14,463	
Demo Existing Roadway Paving		SF	\$ 3.00	\$ -	
Strip Topsoil Assumes 6"	6,481	BCY	\$ 3.00	\$ 19,444	
Backfill Islands/Curbs & Re-Spread	6,481	BCY	\$ 4.00	\$ 25,926	
Site Cut / Fill Balanced Avg. 3 Ft.	38,889	BCY	\$ 3.00	\$ 116,667	
Import Common Fill BCY	0.4	TCY	\$ 9.00	\$ -	
Haul Off Excess Cut BCY	0.4	TCY	\$ 15.00	\$ 113,891	
				\$ -	
Paving Preparation					
Grade & Compact Paving					
Entry Drives	0	SF	\$ 0.35	\$ -	
Fire Lanes	45,195	SF	\$ 0.35	\$ 15,818	
Truck Courts	10,540	SF	\$ 0.35	\$ 3,689	
Trailer Storage	0	SF	\$ 0.35	\$ -	
Auto Parking	17,125	SF	\$ 0.35	\$ 5,994	
Lime Stabilize Paving Spec:					
Entry Drives	0	SY	\$ 7.50	\$ -	
Fire Lanes	5,022	SY	\$ 7.50	\$ 37,663	
Truck Courts	1,171	SY	\$ 7.50	\$ 8,783	
Trailer Storage	0	SY	\$ 7.50	\$ -	
Auto Parking	1,903	SY	\$ 7.50	\$ 14,271	
				\$ -	
Building Pad Preparation					
Building Area 46,290 SF 1,500 LF Perim.				\$ -	
Pad Area	53,790	SF		\$ -	
Basement Excavation					
Cut to Subgrade 10 Ft	19,922	BCY	\$ 3.00	\$ 59,767	
Scarify/Recompact Subgrade	53,790	SF	\$ 0.50	\$ 26,895	
Moisture Condition 8 Ft	15,938	BCY	\$ 3.00	\$ 47,813	
Select Fill Cap 2 Ft Exp. Fctr. 40%	5,578	TCY	\$ 30.00	\$ 167,347	
				\$ -	
Miscellaneous					
Mobilization	1	LS	\$ 10,000.00	\$ 10,000	
Machine Grade Walks	19,440	SF	\$ 1.00	\$ 19,440	
Cut Pad for Walls	0	LF	\$ 3.50	\$ -	
Street Sweeping	1	LS	\$ 7,500.00	\$ 7,500	
Traffic Control	1	LS	\$ 7,500.00	\$ 7,500	
Surveying (EW Operations)	1	LS	\$ 10,000.00	\$ 10,000	
Gravel Drive @ Training Yard	4,320	SF	\$ 4.00	\$ 17,280	
				\$ -	
TOTAL BASE BID				\$ 787,492	

TERMITE CONTROL

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING					
				\$ -	
				\$ -	

Termite Control				\$ -	
Treatment Area - Under Slabs and Footings	46,290	SF	\$ 0.10	\$ 4,629	
Mobilizations	0	Each	\$ 150.00	\$ -	
				\$ -	
				\$ -	
TOTAL BASE BID				\$ 4,629	

SITE UTILITIES					
Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING					
				\$ -	
				\$ -	
Site Utilities					
Water					
16" Water Main		LF	\$ 72.00	\$ -	
12" Water Main		LF	\$ 60.00	\$ -	
8" Water Main	1,636	LF	\$ 105.00	\$ 171,780	
6" Water Main (Leads to FH)	132	LF	\$ 85.00	\$ 11,220	
Fire Hydrant Assemblies	8	Each	\$ 5,000.00	\$ 40,000	
2" Domestic Service	150	LF	\$ 65.00	\$ 9,750	
Fire Riser	1	Each	\$ 5,000.00	\$ 5,000	
Remote FDC		Each	\$ 3,500.00	\$ -	
1" Irrigation Service	50	LF	\$ 50.00	\$ 2,500	
2" Backflow Preventer		Each	\$ 5,000.00	\$ -	
Domestic Service - 2"	1	Each	\$ 4,500.00	\$ 4,500	
Vault - 2" (Domestic)	1	Each	\$ 6,500.00	\$ 6,500	
Irrigation Service - 2"		Each	\$ 2,500.00	\$ -	
Vault - 2" (Irrigation)		Each	\$ 2,500.00	\$ -	
Gate Valves	12	Each	\$ 1,500.00	\$ 18,000	
Tees, Bends, Reducers, Plugs, Etc.	10	Each	\$ 750.00	\$ 7,500	
Tap Existing	2	Each	\$ 5,000.00	\$ 10,000	
Bore Under Road		LF	\$ 250.00	\$ -	
Steel Casing		LF	\$ 125.00	\$ -	
Remove & Replace Paving		SF	\$ 25.00	\$ -	
				\$ -	
				\$ -	
Sanitary					
8" Sanitary Sewer	198	LF	\$ 115.00	\$ 22,770	
6" Sanitary Sewer	282	LF	\$ 80.00	\$ 22,560	
3" Sanitary Sewer		LF	\$ 38.00	\$ -	
4' Diameter Manhole	1	Each	\$ 9,500.00	\$ 9,500	
Wastewater Access Device		Each	\$ 7,500.00	\$ -	
Double Cleanout	2	Each	\$ 500.00	\$ 1,000	
Cleanout		Each	\$ 500.00	\$ -	
Connect to Existing	1	Each	\$ 2,500.00	\$ 2,500	
Bends, Wyes, Etc.	3	Each	\$ 350.00	\$ 1,050	
Remove Existing Sanitary		LF	\$ 18.00	\$ -	
				\$ -	
				\$ -	
Storm					
5'x4' RCB		LF	\$ 290.00	\$ -	
54" RCP		LF	\$ 249.00	\$ -	
36" RCP	250	LF	\$ 145.00	\$ 36,250	
24" RCP	500	LF	\$ 130.00	\$ 65,000	
18" RCP	750	LF	\$ 110.00	\$ 82,500	
12" RCP	75	LF	\$ 95.00	\$ 7,125	
6" PVC	650	LF	\$ 65.00	\$ 42,250	
4" PVC		LF	\$ 55.00	\$ -	
8-Grate Wye Inlets		Each	\$ 4,500.00	\$ -	
6-Grate Wye Inlets		Each	\$ 4,000.00	\$ -	
2-Grate Wye Inlets	5	Each	\$ 3,500.00	\$ 17,500	
Curb Inlets 5'		Each	\$ 3,000.00	\$ -	
Curb Inlets 10'	4	Each	\$ 6,500.00	\$ 26,000	
Curb Inlets 14'		Each	\$ 4,715.00	\$ -	
Curb Inlets 20'		Each	\$ 6,295.00	\$ -	
21" Headwall		Each	\$ 3,000.00	\$ -	
30" Headwall		Each	\$ 3,300.00	\$ -	
36" Headwall		Each	\$ 3,900.00	\$ -	
42" Headwall		Each	\$ 5,660.00	\$ -	
54" Headwall		Each	\$ 6,545.00	\$ -	
36" Headwall	1	Each	\$ 9,500.00	\$ 9,500	
Grouted Rip-Rap	30	SY	\$ 50.00	\$ 1,500	
Bends, Wyes, Etc.	15	Each	\$ 250.00	\$ 3,750	
Connect to Existing	2	Each	\$ 2,500.00	\$ 5,000	
				\$ -	
				\$ -	
				\$ -	
Miscellaneous					
Mobilization	1	LS	\$ 10,000.00	\$ 10,000	
Layout / Staking	4,673	LF	\$ 2.00	\$ 9,346	
Trench Safety	4,673	LF	\$ 1.00	\$ 4,673	
Spoil Haul-Off	2,181	CY	\$ 15.00	\$ 32,711	
Maintenance Bond	1	LS	\$ 5,000.00	\$ 5,000	
Inspection Fees	1	LS	\$ 7,500.00	\$ 7,500	
				\$ -	
				\$ -	
TOTAL BASE BID				\$ 711,735	

PAVEMENT MARKINGS					
Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING					
				\$ -	
				\$ -	
Pavement Markings					
Striping	62,320	SF	\$ 0.08	\$ 4,986	
Signage					
HDCP Signs	6	Each	\$ 200.00	\$ 1,200	
Directional/Informational Signs	3	Each	\$ 200.00	\$ 600	
Miscellaneous					
Wheel Stops	192	Each	\$ 75.00	\$ 14,400	
Power Wash Lot	62,320	SF	\$ 0.03	\$ 1,870	
				\$ -	
				\$ -	
TOTAL BASE BID				\$ 23,055	

FENCING					
Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING					
				\$ -	
				\$ -	

Fencing					
Description	Qty.	Unit	Unit Price	Extended Price	Comments
Security Fencing	1,633	LF	\$ 175.00	\$ 285,775	
8' Tall; Black Tube Steel Fencing				\$ -	
Slide Gates	3	Each	\$ 35,000.00	\$ 105,000	
Operators	2	Each	\$ 40,000.00	\$ 80,000	
Pedestal w/Card Reader Access	2	Each	\$ 7,500.00	\$ 15,000	
				\$ -	
				\$ -	
TOTAL BASE BID				\$ 485,775	

SITE SPECIALTIES					
Description	Qty.	Unit	Unit Price	Extended Price	Comments
SUB PRICING					
				\$ -	
				\$ -	
Site Specialties					
Site Screenwall 8' Height	1,393	LF	\$ 275.00	\$ -	
		Each	\$ 1,200.00	\$ -	
		Each	\$ 4,500.00	\$ -	
Park Allowance		LS	\$ 500,000.00	\$ -	
				\$ -	
				\$ -	
TOTAL BASE BID				\$ -	

LANDSCAPING & IRRIGATION					
Description	Qty.	Unit	Unit Price	Extended Price	Comments
SUB PRICING					
				\$ -	
				\$ -	
Landscaping					
Trees					
Trees - 6"-8" Large Canopy	30	Ea	\$ 2,200.00	\$ 66,000	
Trees - 4"-6" Medium Canopy	10	Ea	\$ 850.00	\$ 8,500	
Trees - 3"-4" Small Canopy	40	Ea	\$ 550.00	\$ 22,000	
Shrubs					
Small Shrubs 3gal	400	Ea	\$ 50.00	\$ 20,000	
Ground Covers					
Bermuda Sod Tif419	217,235	SF	\$ 0.65	\$ 141,203	
Landscape Beds	2,500	SF	\$ 3.00	\$ 7,500	
Bermuda Seed		SF	\$ 0.10	\$ -	
Planting Beds	2,500	SF	\$ 3.00	\$ 7,500	
Decomposed Granite	3,500	SF	\$ 4.50	\$ 15,750	
Irrigation					
Groundcover & Planting Beds	223,235	SF	\$ 0.65	\$ 145,103	
Temp. Irrigation		SF	\$ 0.06	\$ -	
Sleeves	1	LS	\$ 3,500.00	\$ 3,500	
				\$ -	
				\$ -	
TOTAL BASE BID				\$ 437,056	

CONCRETE

CONCRETE

Description	Qty.	Unit	Unit Price	Extended Price	Comments
SUB PRICING					
				\$ -	
				\$ -	
Site Concrete					
Paving					
Entry Drives 7 -		SF	\$ 5.05	\$ -	
Fire Lanes 6 837	45,195	SF	\$ 6.50	\$ 293,768	
Fire Station Paving 8 260	10,540	SF	\$ 8.50	\$ 89,590	
Trailer Storage 6 -		SF	\$ 5.00	\$ -	
Auto Parking 5 264	17,125	SF	\$ 6.00	\$ 102,750	
Sidewalks					
Building 4 210	17,040	SF	\$ 8.00	\$ 136,320	
ADA Ramps	6	Each	\$ 500.00	\$ 3,000	
Stamped/Stained	5,400	SF	\$ 12.00	\$ 64,800	
City	2,400	SF	\$ 8.00	\$ 19,200	
ADA Ramps	6	Each	\$ 500.00	\$ 3,000	
Curbs					
Curb 6"	3,497	LF	\$ 12.00	\$ 41,964	
Monolithic Curb 12"		LF	\$ 10.00	\$ -	
Miscellaneous					
Light Pole Bases	12	Each	\$ 1,100.00	\$ 13,200	
Bollard Install	12	Each	\$ 300.00	\$ 3,600	
Transformer Pad	1	Each	\$ 4,500.00	\$ 4,500	
Generator Pad	1	Each	\$ 6,500.00	\$ 6,500	
Board Formliner @ Retaining Wall	741	SF	\$ 12.00	\$ 8,892	
Site Retaining Wall	741	SF	\$ 75.00	\$ 55,575	
Retaining Wall/Seat Wall Footing	859	LF	\$ 110.00	\$ 94,490	
Rolling Gate Gutters & Pedestals	56	LF	\$ 125.00	\$ 7,000	
Dumpster Enclosur (Foundation/Slab)	1	Each	\$ 8,500.00	\$ 8,500	
Plaza Wall	228	SF	\$ 85.00	\$ 19,380	
Median Cut / Turn Lane	0	LS	\$ 20,000.00	\$ -	
				\$ -	
				\$ -	
Building Concrete					
Foundations					
Piers Straight Assume Uncased				\$ -	
Straight Shaft 24" 20' Plus 10' Pen P1	60	Each	\$ 2,625.00	\$ 157,500	
Straight Shaft 24" 20' Plus 10' Pen P2	39	Each	\$ 2,625.00	\$ 102,375	
Straight Shaft 24" 20' Plus 10' Pen P3	20	Each	\$ 2,625.00	\$ 52,500	
Casing Allowance	2,200	LF	\$ 75.00	\$ 165,000	
Caps L W Thick					
F1 5 5 2	20	Each	\$ 1,350.00	\$ 27,000	
F2 8 4.5 3		Each	\$ 1,080.00	\$ -	
F3 3 3 1.5		Each	\$ 135.00	\$ -	
F4 7.5 4 3		Each	\$ 900.00	\$ -	
Other Foundations					
Gradebeam 2'x2'6"	2,454	LF	\$ 185.00	\$ 453,990	
Slabs					
5" Slab on Grade Reinforced (#3 @ 18" ocev)	40,465	SF	\$ 6.00	\$ 242,790	
10" Slab on Grade @ Apparatus Bay	5,825	SF	\$ 9.00	\$ 52,425	
4" Slab on Deck @ Storm Shelter	2,140	SF	\$ 8.00	\$ 17,120	
Miscellaneous					
Vapor Barrier - 15 Mil	46,290	SF	\$ 1.00	\$ 46,290	
Other Miscellaneous - TI				\$ -	

Form Trench Drains	240	LF	\$	85.00	\$	20,400	
					\$	-	
					\$	-	
TOTAL BASE BID					\$	2,313,419	

MASONRY

MASONRY

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Masonry				\$ -	
Brick Veneer				\$ -	
Exterior Elevations	7,500	SF	\$ 28.00	\$ 210,000	
Cast Stone Tile	2,365	SF	\$ 65.00	\$ 153,725	
Cast Stone Water Table	742	LF	\$ 65.00	\$ 48,230	
				\$ -	
12" CMU @ Exterior Walls	8,272	SF	\$ 30.00	\$ 248,160	
8" CMU @ Exterior Walls	12,826	SF	\$ 28.00	\$ 359,128	
CMU @ Interior Walls 6"	4,752	SF	\$ 26.00	\$ 123,552	
CMU Storm Shelter	3,586	SF	\$ 30.00	\$ 107,580	
				\$ -	
CMU Generator Enclosure	450	SF	\$ 22.00	\$ 9,900	
Brick Veneer @ Generator Enclosure	450	SF	\$ 25.00	\$ 11,250	
				\$ -	
CMU Dumpster Enclosure	450	SF	\$ 22.00	\$ 9,900	
Brick Veneer @ Dumpster Enclosure	450	SF	\$ 25.00	\$ 11,250	
				\$ -	
CMU @ Seat Walls	160	SF	\$ 45.00	\$ 7,200	
Brick Veneer @ Seat Walls	320	SF	\$ 48.00	\$ 15,360	
Cast Stone Cape @ Seat Walls	80	LF	\$ 125.00	\$ 10,000	
				\$ -	
Flashing	3,000	LF	\$ 16.00	\$ 48,000	
				\$ -	
				\$ -	
				\$ 1,373,235	

METALS

STRUCTURAL STEEL

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Structural Steel			\$ 44.63	\$ -	
Material	255	Tons	\$ 3,950.00	\$ 1,005,650	
Deck Acoustic Deck		SF	\$ 8.00	\$ -	
Deck	46,290	SF	\$ 5.00	\$ 231,450	
Other 10.0%	25	Tons	\$ 3,950.00	\$ 100,565	
Angles, Embeds, Plates, Etc.				\$ -	
Erection	255	Tons	\$ 1,500.00	\$ 381,893	
Deck - Roof	46,290	SF	\$ 2.00	\$ 92,580	
Other	25	Tons	\$ 1,500.00	\$ 38,189	
Angles, Embeds, Plates, Etc.				\$ -	
Pan Stairs & Landings	1	Flights	\$ 9,500.00	\$ 9,500	
				\$ -	
				\$ -	
Miscellaneous Metals				\$ -	
Bollards - Exterior	12	Each	\$ 400.00	\$ 4,800	
Dumpster Gate	1	LS	\$ 5,500.00	\$ 5,500	
Mezzanine Guardrails	60	LF	\$ 175.00	\$ 10,500	
Mezzanine Framing	885	SF	\$ 45.00	\$ 39,825	
Canopies	4,852	SF	\$ 30.00	\$ 145,560	
				\$ -	
				\$ -	
				\$ -	
				\$ 2,066,012	

WOODS & PLASTICS

ROUGH CARPENTRY

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
Rough Carpentry - SF	46,290	SF	\$ 1.25	\$ 57,863	
Misc. Blocking / Plywood				\$ -	
				\$ -	
Outdoor Trellis	1,070	SF	\$ 45.00	\$ 48,150	
				\$ -	
				\$ -	
				\$ -	
				\$ 106,013	

FINISH CARPENTRY / MILLWORK

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
Finish Carpentry / Millwork				\$ -	
Casework	65	LF	\$ 450.00	\$ 29,250	
RR Countertops	25	LF	\$ 300.00	\$ 7,500	
Shelving	1	LS	\$ 15,000.00	\$ 15,000	
Solid Surface Counters	103	LF	\$ 300.00	\$ 30,900	
Breakroom Casework	38	LF	\$ 450.00	\$ 17,100	
Kitchen Island	1	LS	\$ 12,000.00	\$ 12,000	
Display Case	1	LS	\$ 10,000.00	\$ 10,000	
Watchroom Casework	18	LF	\$ 450.00	\$ 8,100	
Storage Shelving	1	LS	\$ 15,000.00	\$ 15,000	

Misc. Casework	50	LF	\$ 450.00	\$ 22,500	
				\$ -	
Misc. Trim & Millwork	1	LS	\$ 75,000.00	\$ 75,000	
Stainless Steel Casework	18	LF	\$ 650.00	\$ 11,700	
Decontamination Casework	12	LF	\$ 650.00	\$ 7,800	
				\$ 261,850	

PLASTER

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Plaster				\$ -	
Ceilings @ Shower & Cells	529	SF	\$ 20.00	\$ 10,570	
Plaster Façade	22,243	SF	\$ 16.00	\$ 355,888	
				\$ -	
				\$ -	
				\$ 366,458	

METAL PANELS

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Composite Metal Panels				\$ -	
Composite Metal Panels	3,240	SF	\$ 45.00	\$ 145,800	
				\$ -	
				\$ -	
				\$ 145,800	

ROOFING

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Roofing				\$ -	
PVC Membrane Roofing				\$ -	
60 Mil	49,142	SF	\$ 14.75	\$ 724,845	
Warranty: 20-Yr NDL				\$ -	
Perimeter - Term Bar & Flashing	1,500	LF	\$ 8.00	\$ 12,000	
Coping	1,500	LF	\$ 25.00	\$ 37,500	
Roof Blocking		in R. Carp.		\$ -	
Downspouts	392	LF	\$ 25.00	\$ 9,800	
Gutter	350	LF	\$ 30.00	\$ 10,500	
Downspout Boots	14	Each	\$ 1,500.00	\$ 21,000	
Standing Seam	2,100	SF	\$ 30.00	\$ 63,000	
Metal Soffit Panels	760	SF	\$ 22.00	\$ 16,720	
Roof Hatch	1	Each	\$ 5,000.00	\$ 5,000	
				\$ -	
				\$ -	
				\$ 900,365	

WATERPROOFING / CAULKING & SEALANTS

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Site Caulking				\$ -	
Pavement Caulk (Expansion)	1,943	LF	\$ 0.85	\$ 1,651	
Pavement Caulk (Control)	9,715	LF	\$ 0.45	\$ 4,372	
Curb Caulk	3,497	LF	\$ 1.50	\$ 5,246	
Sidewalk Caulk	2,592	LF	\$ 1.50	\$ 3,888	
				\$ -	
				\$ -	
Building Caulking				\$ -	
Standard Building Caulking & Sealants	1	LS	\$ 15,000.00	\$ 15,000	
Exterior Door Caulk	31	Each	\$ 100.00	\$ 3,100	
Masonry Caulk & Seal	9,865	SF	\$ 0.75	\$ 7,399	
Fluid Applied Air Barrier	35,348	SF	\$ 3.00	\$ 106,044	
Pick Proof Joint Sealants	1	LS	\$ 10,000.00	\$ 10,000	
Expansion Joints	210	LF	\$ 85.00	\$ 17,850	
				\$ -	
				\$ 174,549	

OPENINGS
DOORS / FRAMES / HARDWARE

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Doors / Frames / Hardware				\$ -	
				\$ -	
Exterior HM Doors, Frames, & Hardware				\$ -	
HM Frames (3'0" x 7'0")	31	Each	\$ 400.00	\$ 12,400	
HM Doors (3'0" x 7'0")	31	Each	\$ 650.00	\$ 20,150	
Aluminum Frames	109	Each	\$ 350.00	\$ 38,150	
Wood Doors (3'0" x 7'0") Prefinished	109	Each	\$ 600.00	\$ 65,400	
Storm Doors	2	Each	\$ 8,500.00	\$ 17,000	
Hardware	140	Each	\$ 1,500.00	\$ 210,000	
				\$ -	
Installation	140	Each	\$ 300.00	\$ 42,000	
				\$ -	
				\$ -	
				\$ 405,100	

OVERHEAD DOORS

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING					
				\$ -	
				\$ -	
OH Doors & Coiling Grilles					
Rapid Opening Doors Clopay or Equal	3	Each	\$ 45,000.00	\$ 135,000	
Glass Coiling Doors	3	Each	\$ 25,000.00	\$ 75,000	
Standard Apparatus Bay Doors	2	Each	\$ 25,000.00	\$ 50,000	
OH Storage Doors	2	Each	\$ 7,500.00	\$ 15,000	
Sally Port OH Doors	2	Each	\$ 20,000.00	\$ 40,000	
				\$ -	
				\$ -	
				\$ 315,000	

STOREFRONT / CURTAINWALL / GLASS & GLAZING

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING					
				\$ -	
				\$ -	
				\$ -	
Glass & Glazing					
Curtainwall	1,060	SF	\$ 120.00	\$ 127,200	
				\$ -	
Exterior Storefront	1,433	SF	\$ 85.00	\$ 121,805	
Interior Storefront	1,140	SF	\$ 60.00	\$ 68,400	
Sliding Glass Windows	2	Each	\$ 5,500.00	\$ 11,000	
Full Vision Lites	26	Each	\$ 350.00	\$ 9,100	
Mirrors @ Fitness Room	560	SF	\$ 30.00	\$ 16,800	
Single Entry Doors		Each	\$ 2,800.00	\$ -	
Aluminum Storefront Doors	18	Each	\$ 4,500.00	\$ 81,000	
				\$ -	
TOTAL GLASS SF:	3,633	SF		\$ -	
				\$ -	
				\$ -	
				\$ 435,305	

FINISHES
DRYWALL / ACOUSTICAL

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING					
				\$ -	
				\$ -	
				\$ -	
Drywall					
Exterior Wall	14,250	SFW	\$ 16.00	\$ 228,000	
Soffit Framing	1,654	SFW	\$ 10.00	\$ 16,540	
Interior Partitions	60,075	SFW	\$ 10.00	\$ 600,750	
Acoustical Panels	1	LS	\$ 30,000.00	\$ 30,000	
Furring @ CMU	16,412	SF	\$ 5.00	\$ 82,060	
Impact Resistant Sheetrock @ Corridors	3,768	SF	\$ 4.00	\$ 15,072	
				\$ -	
Ceilings					
Drywall Ceilings	4,891	SF	\$ 10.00	\$ 48,910	
Acoustical Ceilings - 2x2	32,399	SF	\$ 6.00	\$ 194,394	
Rulon Wood Ceilings	1,500	SF	\$ 40.00	\$ 60,000	
				\$ -	
Other					
FRP	1,000	SF	\$ 12.00	\$ 12,000	
				\$ -	
				\$ -	
				\$ 1,287,726	

FLOORING

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING					
				\$ -	
				\$ -	
				\$ -	
Flooring					
Tile Flooring					
Floor Tile Lobby		SF	\$ 20.00	\$ -	
Floor Tile RRs	2,840	SF	\$ 14.00	\$ 39,760	
Wall Tile	4,356	SF	\$ 16.00	\$ 69,696	
				\$ -	
Resilient					
LVT	12,130	SF	\$ 7.00	\$ 84,910	
VCT		SF	\$ 3.00	\$ -	
Rubber Base	8,010	LF	\$ 3.00	\$ 24,030	
Carpet	9452	1,155 SY	\$ 45.00	\$ 51,986	
Walk-Off Mats	500	SF	\$ 30.00	\$ 15,000	
Sports Flooring	1,036	SF	\$ 15.00	\$ 15,540	
Rubber Stair Treads & Landings		SF	\$ 14.00	\$ -	
Precast Treads		Each	\$ 1,700.00	\$ -	
Floor Prep	46,290	SF	\$ 0.30	\$ 13,887	
				\$ -	
Concrete					
Sealed Concrete	11,120	SF	\$ 2.00	\$ 22,240	
Polished Concrete	9,712	SF	\$ 5.00	\$ 48,560	
				\$ -	
				\$ 385,609	

PAINTING

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING					
				\$ -	
				\$ -	
				\$ -	
Painting					
Paint HM Doors/Frames	31	Each	\$ 100.00	\$ 3,100	
Paint CMU Walls	34,188	SF	\$ 1.35	\$ 46,154	

TBP Gypsum Walls	139,291	SF	\$ 1.15	\$ 160,185
Misc. Steel	1	LS	\$ 15,000.00	\$ 15,000
Paint Exposed Ceilings	7,500	SF	\$ 2.00	\$ 15,000
Wallcoverings	1	LS	\$ 15,000.00	\$ 15,000
				\$ -
				\$ 254,438

Finishes: \$ 2,619,403
#REF!

SPECIALTIES

STANDARD SPECIALTIES

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Specialties				\$ -	
Toilet & Bath Specialties				\$ -	
Shower Enclosures	9	Each	\$ 2,500.00	\$ 22,500	
Toilet Partitions Handicap	2	Each	\$ 1,300.00	\$ 2,600	
Toilet Partitions Regular	1	Each	\$ 1,100.00	\$ 1,100	
Urinal Screens	1	Each	\$ 450.00	\$ 450	
Toilet Accessories	148	Each	\$ 175.00	\$ 25,900	
				\$ -	
Fire Protection Specialties				\$ -	
Knox Box - Building	2	Each	\$ 1,200.00	\$ 2,400	
Fire Extinguishers w/ Cabinet	12	Each	\$ 350.00	\$ 4,200	
				\$ -	
Signage				\$ -	
Required Door Signage	140	Each	\$ 200.00	\$ 28,000	
Building Address Sign	2	Each	\$ 10,000.00	\$ 20,000	
Monument Sign	1	LS	\$ 30,000.00	\$ 30,000	
Building Plaque	1	Each	\$ 5,000.00	\$ 5,000	
				\$ -	
				\$ -	
Boot Drying Racks	1	Each	\$ 5,000.00	\$ 5,000	
Fireman's Drying Cabinet	2	Each	\$ 8,500.00	\$ 17,000	
SCBA Storage Cabinets	1	Each	\$ 7,500.00	\$ 7,500	
				\$ -	
Corner Guards	30	Each	\$ 200.00	\$ 6,000	
Markerboards	25	Each	\$ 650.00	\$ 16,250	
				\$ -	
				\$ 193,900	

WALKWAY CANOPIES

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
Covered Parking Canopy		SF	\$ 95.00	\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	

LOCKERS

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
Gear Grid Lockers	23	Each	\$ 2,200.00	\$ 50,600	
				\$ -	
Firefighter Lockers	36	Each	\$ 650.00	\$ 23,400	
				\$ -	
Police Lockers Exhausted	63	Each	\$ 1,500.00	\$ 94,500	
				\$ -	
				\$ 168,500	

#REF!

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	

EQUIPMENT

DETENTION EQUIPMENT

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Holding Cell - Benches, Detention Fixtures, Bunks	4	Each	\$ 30,000.00	\$ 120,000	
Holding Cell - Bars & Doors	4	Each	\$ 25,000.00	\$ 100,000	
Baby Drop Drawer	1	Each	\$ 7,500.00	\$ 7,500	
Ballistic Rated Lobbies	1	Allow	\$ 100,000.00	\$ 100,000	
Ballistic Rated Speak-Thru	2	Each	\$ 20,000.00	\$ 40,000	
Swat Lockers	1	LS	\$ 20,000.00	\$ 20,000	
Gun Storage Lockers	1	LS	\$ 15,000.00	\$ 15,000	
Evidence Storage Lockers	3	Each	\$ 2,500.00	\$ 7,500	

Drug Storage Lockers	1	LS	\$ 12,000.00	\$ 12,000	
				\$ -	
				\$ 422,000	

LAB CASEWORK

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
Crime Lab Casework	1	LS	\$ 75,000.00	\$ 75,000	
				\$ -	
				\$ -	
				\$ -	
				\$ 75,000	

RESIDENTIAL APPLIANCES

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
Appliances				\$ -	
Firestation Kitchen	1	LS	\$ 50,000.00	\$ 50,000	
				\$ -	
Commercial Washer/Extractor	1	Pair	\$ 20,000.00	\$ 20,000	
				\$ -	
Warming Kitchen	1	LS	\$ 30,000.00	\$ 30,000	
				\$ -	
				\$ -	
				\$ -	
				\$ 100,000	

FURNISHINGS

WINDOW TREATMENTS

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
Window Treatments				\$ -	
Shades Manual	1,320	SF	\$ 15.00	\$ 19,800	
Shades Motorized	360	SF	\$ 20.00	\$ 7,200	
				\$ -	
				\$ 27,000	

MECHANICAL

FIRE PROTECTION

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Fire Protection				\$ -	
New Wet Pipe System	46,290	SF	\$ 3.50	\$ 162,015	
K-25 Heads (@ 75 psi)				\$ -	
Schedule 7 Pipe				\$ -	
Dry Pipe System	4,852	SF	\$ 4.00	\$ 19,408	
				\$ -	
				\$ 181,423	

PLUMBING

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Plumbing				\$ -	
Fixtures	70	Each	\$ 5,500.00	\$ 385,000	
Decon Showers	2	Each	\$ 7,500.00	\$ 15,000	
Roof Drains		Each	\$ 6,500.00	\$ -	
Overflow Drains		Each	\$ 6,500.00	\$ -	
Floor Drains	12	Each	\$ 3,200.00	\$ 38,400	
Gas Piping	450	LF	\$ 50.00	\$ 22,500	
Sand/Oil Separator 500 Gal.	1	Each	\$ 12,000.00	\$ 12,000	
Water Heaters Electric	3	Each	\$ 6,500.00	\$ 19,500	
Exterior Hose Bibs	8	Each	\$ 2,300.00	\$ 18,400	
Trench Drains	240	LF	\$ 475.00	\$ 114,000	
Thermostatic Mixing Valve	2	Each	\$ 6,500.00	\$ 13,000	
Expansion Tank	2	Each	\$ 5,500.00	\$ 11,000	
Water Hammer/Shock Arrestors	8	Each	\$ 3,500.00	\$ 28,000	
Circulation Pump	2	Each	\$ 6,500.00	\$ 13,000	
Compressed Air Piping	1	LS	\$ 50,000.00	\$ 50,000	
Nozzle Testing	1	LS	\$ 10,000.00	\$ 10,000	
Plumbing Void System		LS	\$ 150,000.00	\$ -	
				\$ -	
				\$ 749,800	

HVAC

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
HVAC				\$ -	

RTU's	140	Tons	\$	9,800.00	\$	1,372,000	
VAV Boxes	40	Each	\$	6,500.00	\$	260,000	
Exhaust Fans	10	Each	\$	7,500.00	\$	75,000	
HVLS Fans @ Apparatus Bay	2	Each	\$	8,500.00	\$	17,000	
Fume Hood Exhaust	2	Each	\$	15,000.00	\$	30,000	
Electric Unit Heater	6	Each	\$	6,500.00	\$	39,000	
Controls	46,290	SF	\$	5.00	\$	231,450	
Test and Balance	46,290	SF	\$	1.00	\$	46,290	
Storm Louver @ Shelter w/Mechanical Exhaust	1	Each	\$	35,000.00	\$	35,000	
MagneGrip Exhaust System	1	LS	\$	125,000.00	\$	125,000	
					\$	-	
					\$	2,230,740	

ELECTRICAL

ELECTRICAL

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Electrical				\$ -	
Site Electrical				\$ -	
Conduits to Transformer - (2 - 4")	300	LF	\$ 65.00	\$ 19,500	
Conduits for Voice/Data - (2 - 4")	300	LF	\$ 65.00	\$ 19,500	
Conduits for EV Stations	500	LF	\$ 45.00	\$ 22,500	
Light Poles	12	Each	\$ 6,000.00	\$ 72,000	
Bollard Lights	10	Each	\$ 3,500.00	\$ 35,000	
Misc. Decorative Site Lighting	1	LS	\$ 30,000.00	\$ 30,000	
				\$ -	
				\$ -	
Building Electrical				\$ -	
Lighting & Controls	46,290	SF	\$ 18.00	\$ 833,220	
Power & Switchgear 1200amp Service	46,290	SF	\$ 12.00	\$ 555,480	
Branch Wiring	46,290	SF	\$ 6.00	\$ 277,740	
Rough-In	46,290	SF	\$ 3.00	\$ 138,870	
A/V Rough-In	46,290	SF	\$ 3.00	\$ 138,870	
Fire Alarm System	46,290	SF	\$ 2.00	\$ 92,580	
Lightning Protection System		SF	\$ 1.00	\$ -	
Generator	750	KVA	\$ 450.00	\$ 337,500	
Level 2 Sound Enclosure	1	LS	\$ 50,000.00	\$ 50,000	
Battery Back-Ups for EOC & Dispatch	150	KVA	\$ 450.00	\$ 67,500	
ATS	1	LS	\$ 30,000.00	\$ 30,000	
				\$ -	
				\$ -	
				\$ 2,720,260	

SECURITY & SURVEILLANCE

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Security System				\$ -	
Cameras	35	Each	\$ 5,000.00	\$ 175,000	
Card Readers	25	Each	\$ 4,500.00	\$ 112,500	
Door Contacts	18	Each	\$ 1,800.00	\$ 32,400	
Biometric Hand Readers	4	Each	\$ 8,500.00	\$ 34,000	
Video Management System	1	LS	\$ 45,000.00	\$ 45,000	
Interview-Intercom System	4	Each	\$ 7,500.00	\$ 30,000	
Intrusion Detection System	46,290	SF	\$ 1.25	\$ 57,863	
DAS System	1	LS	\$ 85,000.00	\$ 85,000	
				\$ -	
				\$ -	
				\$ 571,763	

DATA CABLING

Description	Qty.	Unit	Unit Price	Extended Price	COMMENTS
SUB PRICING				\$ -	
				\$ -	
				\$ -	
Data Cabling Cat 6	46,290	SF	\$ 5.25	\$ 243,023	
Fiber Loop	1,500	LF	\$ 75.00	\$ 112,500	
				\$ -	
				\$ -	
				\$ -	
				\$ 355,523	

**PUBLIC SAFETY COMPLEX
VAN ALSTYNE, TX**

GENERAL CONDITIONS

Duration:
14.0 Months
60.9 Weeks
426.1 Days

SUMMARY

SUPERVISION	\$ -
TEMPORARY SERVICES	\$ -
EQUIPMENT	\$ -
SAFETY	\$ -
PRECONSTRUCTION SERVICES	\$ -
TOTAL: GENERAL CONDITIONS	\$ -
GENERAL REQUIREMENTS	\$ 185,461
TOTAL: GENERAL CONDITIONS & REQUIREMENTS	\$ 185,461

GENERAL CONDITIONS DETAIL

	<u>FTE %</u>	<u>QTY.</u>	<u>U.M.</u>	<u>BID</u>	<u>TOTAL</u>
SUPERVISION					
Vice President	0%	0.00	Weeks	\$ -	\$ -
Project Director	0%	0.00	Weeks	\$ -	\$ -
Senior Project Manager		0.00	Weeks	\$ -	\$ -
Project Manager	0%	0.00	Weeks	\$ -	\$ -
Assistant Project Manager		0.00	Weeks	\$ -	\$ -
General Superintendent		0.00	Weeks	\$ -	\$ -
Superintendent		0.00	Weeks	\$ -	\$ -
Quality Control Engineer		0.00	Weeks	\$ -	\$ -
Assistant Superintendent		0.00	Weeks	\$ -	\$ -
Project Engineer		0.00	Weeks	\$ -	\$ -
Project Coordinator		0.00	Weeks	\$ -	\$ -
Senior Field Engineer		0.00	Weeks	\$ -	\$ -
Field Engineer		0.00	Weeks	\$ -	\$ -
Senior Safety Engineer		0.00	Weeks	\$ -	\$ -
Safety Engineer		0.00	Weeks	\$ -	\$ -
Field Office Manager		0.00	Weeks	\$ -	\$ -
Foreman			Hours	\$ -	\$ -
Carpenter			Hours	\$ -	\$ -
Helper			Hours	\$ -	\$ -
SUB-TOTAL: SUPERVISION					\$ -

		<u>QTY.</u>	<u>U.M.</u>	<u>BID</u>	<u>TOTAL</u>
TEMPORARY SERVICES					
Field Office Trailer		0.00	Month	\$ -	\$ -
Field Office - Finish Out	C.O.W. - See Trades		LS	\$ 50,000	\$ -
Tool Trailer		0.00	Month	\$ -	\$ -
Move Trailers / Stair Setup		0.00	LS	\$ -	\$ -
Jobsite Security Fees					\$ -
Temporary Toilets		0.00	Month	\$ -	\$ -
Project Sign		0.00	LS	\$ -	\$ -
Utility Bills at Trailer		0.00	Month	\$ -	\$ -
Mobile Phones		0.00	Month	\$ -	\$ -
Jobsite IT Package & Set Up		0.00	LS	\$ -	\$ -
Field Computers		0.00	Month	\$ -	\$ -
Jobsite Connectivity		0.00	Month	\$ -	\$ -
Cooler / Ice / Cups		0.00	Month	\$ -	\$ -
Field Office Supplies		0.00	Month	\$ -	\$ -
Field Office Furniture		0.00	Month	\$ -	\$ -
Plan Distribution		0.00	Month	\$ -	\$ -
Postage / Delivery		0.00	Month	\$ -	\$ -
Progress Photos		0.00	Month	\$ -	\$ -
Project Management Software		0.00	Pct.	0.00%	\$ -
Job Cost Accounting / Tracking		0.00	Month	\$ -	\$ -
Legal		0.00	LS	\$ -	\$ -
Web Cameras - Jobsite Security		0.00	Each	\$ -	\$ -
SUB-TOTAL: TEMPORARY SERVICES					\$ -

		<u>QTY.</u>	<u>U.M.</u>	<u>BID</u>	<u>TOTAL</u>
EQUIPMENT					
VEHICLES / FUEL					
Truck Allowance - Vice President	0%	0.00	Month	\$ -	\$ -
Truck Allowance - Project Director	0%	0.00	Month	\$ -	\$ -
Truck Allowance - SR PM	0%	0.00	Month	\$ -	\$ -
Truck Allowance - PM	0%	0.00	Month	\$ -	\$ -
Truck Allowance - Asst PM	0%	0.00	Month	\$ -	\$ -
Truck Allowance - General Super	0%	0.00	Month	\$ -	\$ -
Truck Allowance - SR Super	0%	0.00	Month	\$ -	\$ -
Truck Allowance - Super	0%	0.00	Month	\$ -	\$ -
Truck Allowance - QCE	0%	0.00	Month	\$ -	\$ -
Truck Allowance - Asst Super	0%	0.00	Month	\$ -	\$ -
Truck Allowance - PE	0%	0.00	Month	\$ -	\$ -
Fuel Cost	0%	0.00	Month	\$ -	\$ -
GENERAL EQUIPMENT	C.O.W. - See Division 01			\$ -	\$ -
ATV Rental				\$ -	\$ -
Pumping				\$ -	\$ -
Small Tools				\$ -	\$ -
General Rentals				\$ -	\$ -
Generators				\$ -	\$ -
Fuel / Maintenance				\$ -	\$ -

SUB-TOTAL: EQUIPMENT

\$ -

		<u>QTY.</u>	<u>U.M.</u>	<u>BID</u>	<u>TOTAL</u>
SAFETY					
Job Site Safety Requirements		0.00		\$ -	\$ -
Safety Inspections		0.00	Weeks	\$ -	\$ -
Safety Railings		0.00	LF	\$ -	\$ -
First Aid Supplies		0.00	Months	\$ -	\$ -
Fire Extinguishers		0.00	Each	\$ -	\$ -
Safety Equipment		0.00	LS	\$ -	\$ -
Drug Testing		0.00	Each	\$ -	\$ -
Hard Hats		0.00	Each	\$ -	\$ -

SUB-TOTAL: SAFETY

\$ -

		<u>QTY.</u>	<u>U.M.</u>	<u>BID</u>	<u>TOTAL</u>
GENERAL REQUIREMENTS (SEE DETAILED ESTIMATE)					
SITE LOGISTICS	C.O.W. - See Division 01				
Construction Fencing					
Windscreen					
Gates					
CLEAN UP	C.O.W. - See Division 01				
Progress Clean-Up / Day Labor					
Street Sweeping					
Dumpsters					
Final Clean - General					
Final Clean - Windows					
COORDINATION	C.O.W. - See Division 01				
Initial Survey - Control Layout / Building Corners					
Roof/Waterproof/Envelope Consultant					
Expeditors					
Specialty Consultants					

SUB-TOTAL: GENERAL REQUIREMENTS

\$ 185,461

ALTERNATES / VALUE ENGINEERING

ITEM	DESCRIPTION	PROPOSED			PROPOSED		ACCEPTED		REJECTED		ACTION DATE
		DATE	VALUE	STATUS	ADDS	DEDUCTS	ADDS	DEDUCTS	ADDS	DEDUCTS	
A	Additional Paving		\$ 302,133	PROP	\$ 302,133	\$ -	\$ -	\$ -	\$ -	\$ -	
B	Parking Canopies		\$ 346,816	PROP	\$ 346,816	\$ -	\$ -	\$ -	\$ -	\$ -	
C	VOID		\$ -	PROP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
D	Bi-Folding Doors @ Rear Apparatus Bay in lieu of Coiling		\$ 33,126	PROP	\$ 33,126	\$ -	\$ -	\$ -	\$ -	\$ -	
E	Retention Pond in lieu of Detention Pond		\$ 187,716	PROP	\$ 187,716	\$ -	\$ -	\$ -	\$ -	\$ -	
F	Arched Gateways		\$ 49,680	PROP	\$ 49,680	\$ -	\$ -	\$ -	\$ -	\$ -	
G	Plumbing Isolation System		\$ 165,574	PROP	\$ 165,574	\$ -	\$ -	\$ -	\$ -	\$ -	
H	Lightning Protection System		\$ 51,113	PROP	\$ 51,113	\$ -	\$ -	\$ -	\$ -	\$ -	
I	Black Vinyl Chain Link in lieu of Ornamental Fencing		\$ (159,098)	PROP	\$ -	\$ (159,098)	\$ -	\$ -	\$ -	\$ -	
J	Precast Screen Wall in lieu of Ornamental Fencing		\$ 230,652	PROP	\$ 230,652	\$ -	\$ -	\$ -	\$ -	\$ -	
K	Hip Roof @ Fire		\$ 273,013	PROP	\$ 273,013	\$ -	\$ -	\$ -	\$ -	\$ -	
L	Hip Roof @ Police		\$ 282,904	PROP	\$ 282,904	\$ -	\$ -	\$ -	\$ -	\$ -	
M	Curved Roof @ Police Entrance		\$ 129,163	PROP	\$ 129,163	\$ -	\$ -	\$ -	\$ -	\$ -	
N	VOID		\$ -	PROP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
O	Remote Storage Building		\$ 120,804	PROP	\$ 120,804	\$ -	\$ -	\$ -	\$ -	\$ -	
P	Face Brick to 10' Height w/Plaster above		\$ (30,360)	PROP	\$ -	\$ (30,360)	\$ -	\$ -	\$ -	\$ -	
Q	Delete Outdoor Trellis		\$ (52,123)	PROP	\$ -	\$ (52,123)	\$ -	\$ -	\$ -	\$ -	
R			\$ -	PROP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
S			\$ -	PROP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
T			\$ -	PROP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
U			\$ -	PROP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					\$ 2,172,695	\$ (241,581)	\$ -	\$ -	\$ -	\$ -	

Van Alstyne Public Safety

05.20.24

Van Alstyne, Texas 75495

1" = 30'-0"

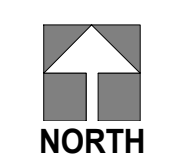


PROPOSED CEILING HEIGHTS
FIRE APPARATUS BAY 20' CLEAR
SALLY PORT 14' CLEAR
EVIDENCE 14'
DISPATCH 14'
COMMUNITY/EOC 14'
LOBBY 14'
FIRE BAY SUPPORT ROOMS 10'
CREW AREA 10'
ADMIN OFFICES 10'
CORRIDORS 10'
HOLDING 10'
POLICE LOCKERS 10'
OTHER AREAS 12'

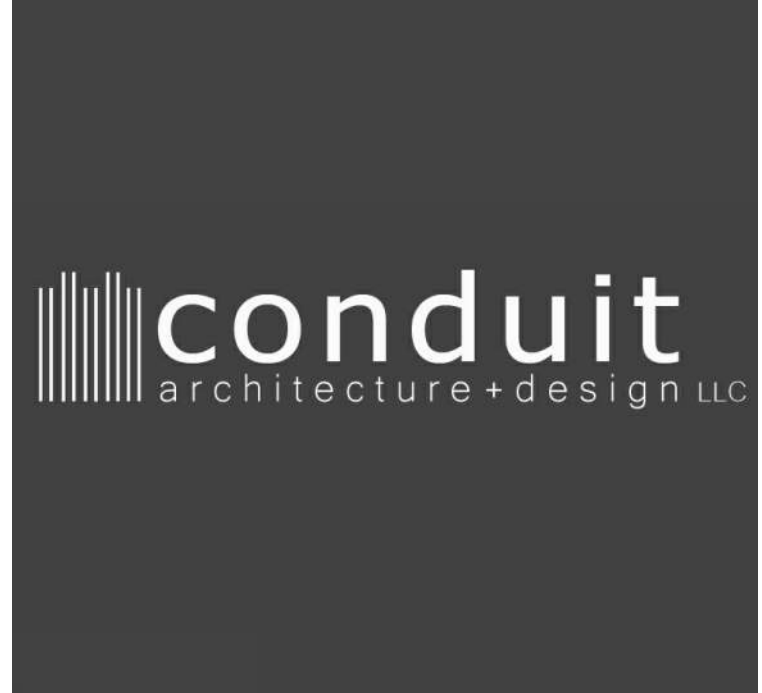
AREA: 45,430 SF

BLASINGAME AVE
(WIDENED)

STATE HIGHWAY 5



NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION
KOBAY SEALE, AIA, TX#21100



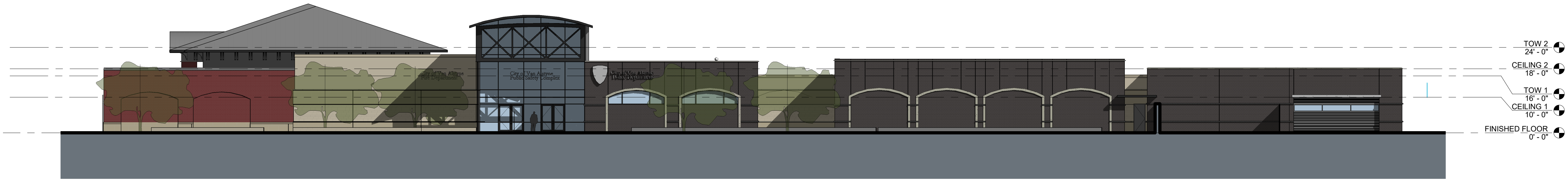
Van Alstyne Public Safety

05.20.24

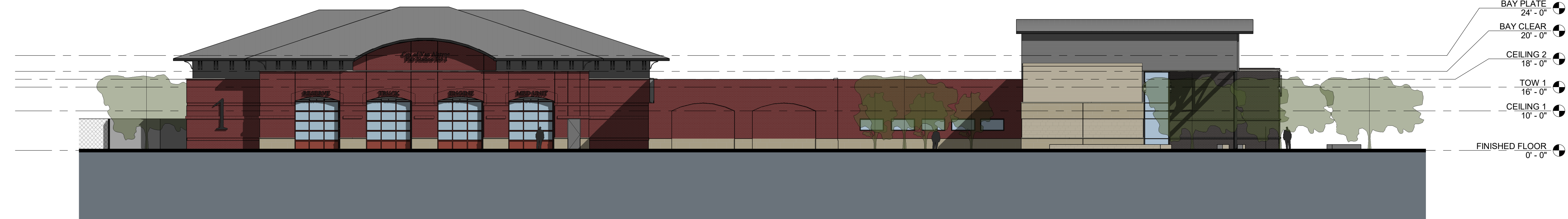
Van Alstyne, Texas 75495

CONCEPTUAL DESIGN

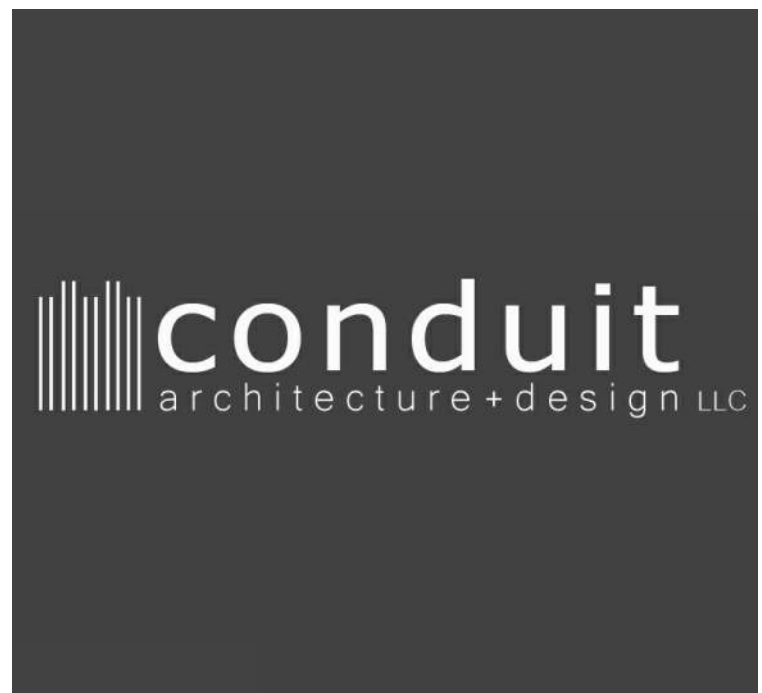
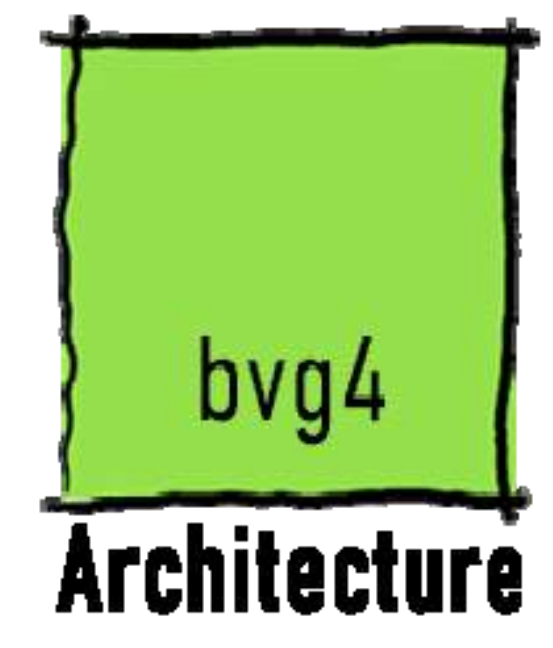
1/16" = 1'-0"



1 EAST CONCEPTUAL ELEVATION A
1/16" = 1'-0"



2 SOUTH CONCEPTUAL ELEVATION A
1/16" = 1'-0"

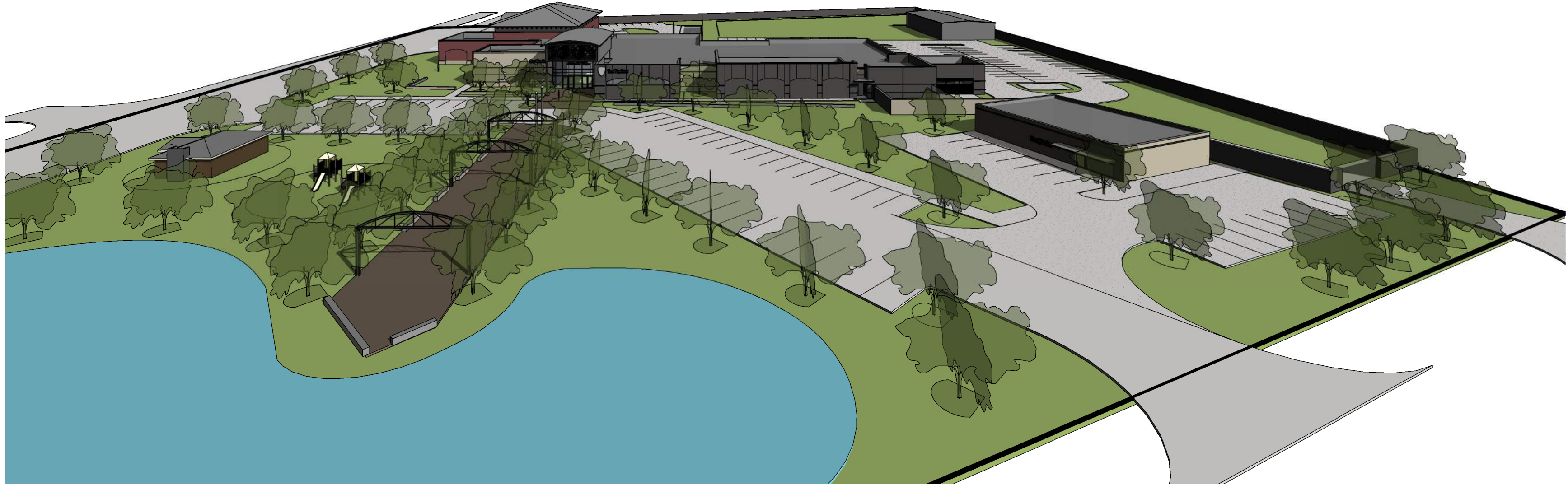


Van Alstyne Public Safety

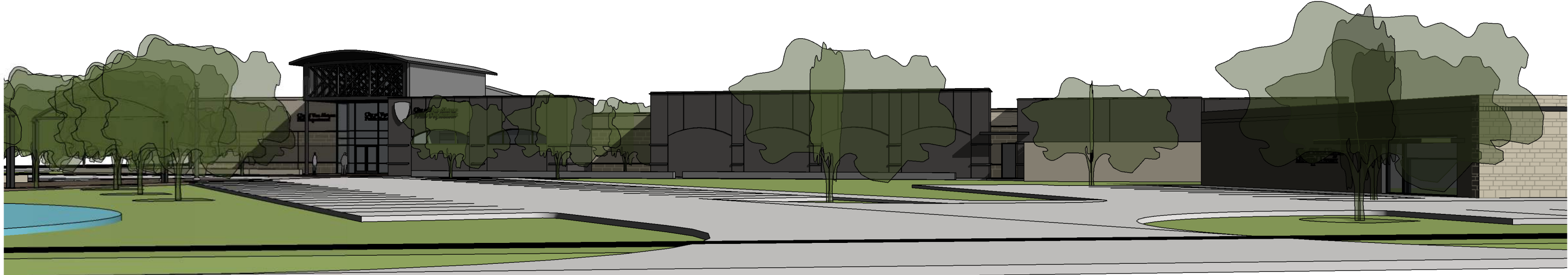
05.20.24

Van Alstyne, Texas 75495

CONCEPTUAL DESIGN



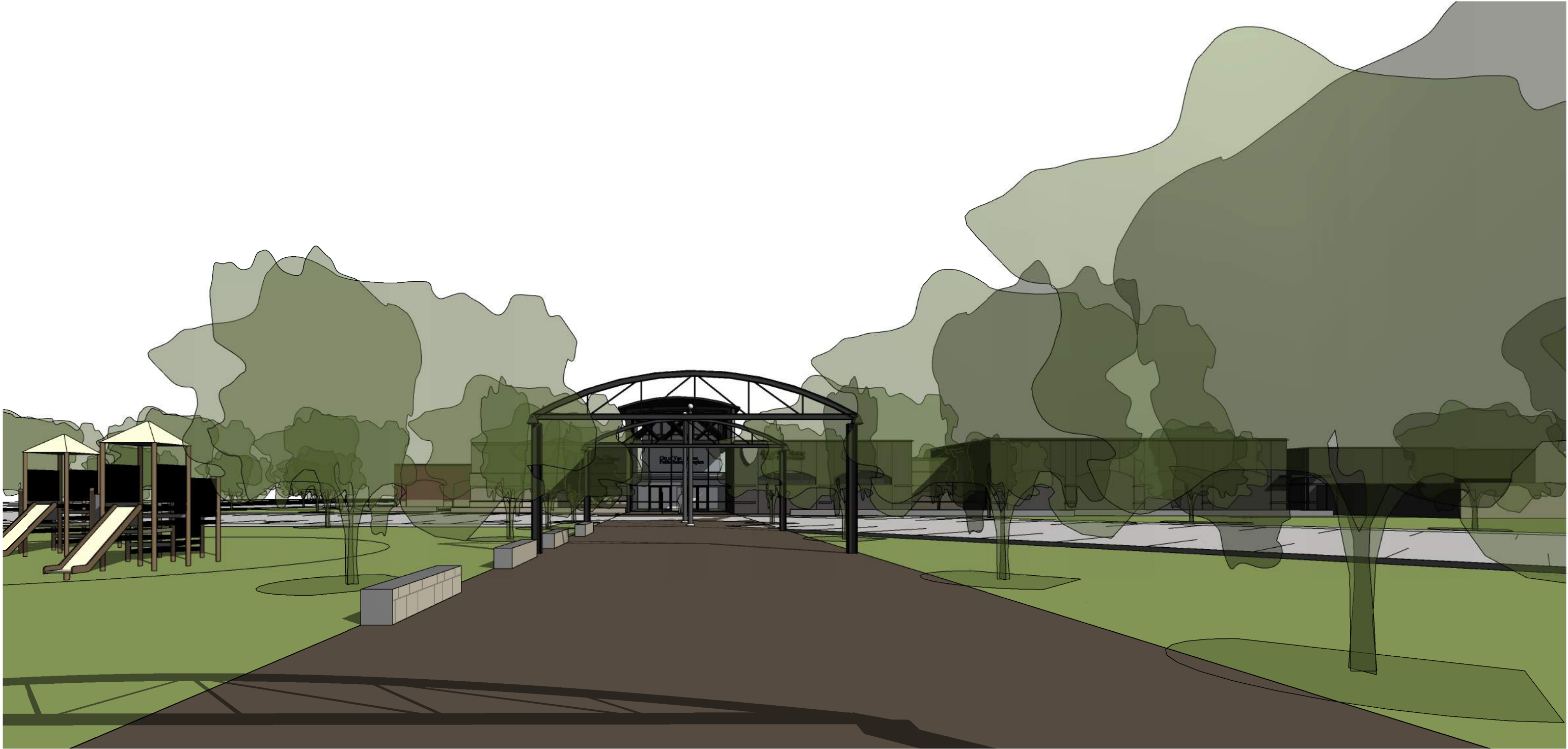
BIRD'S EYE VIEW FROM INTERSECTION



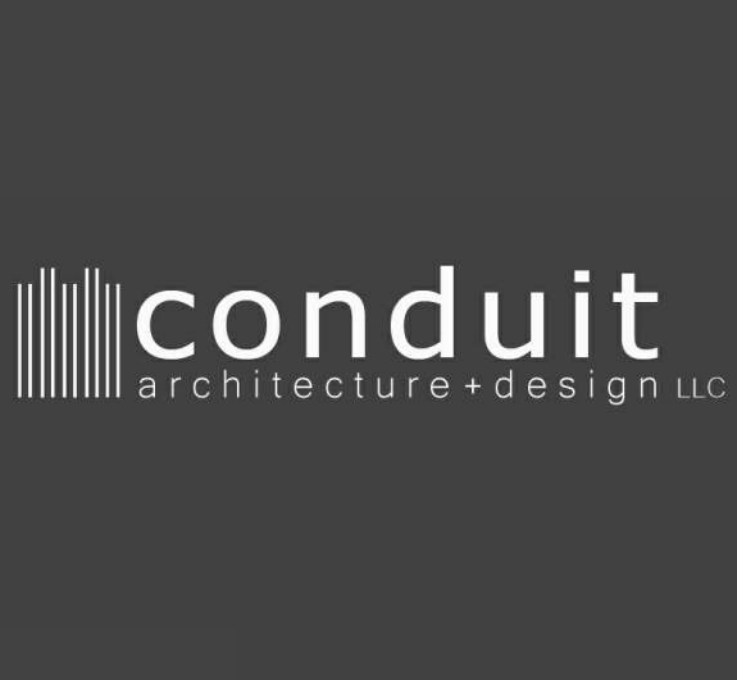
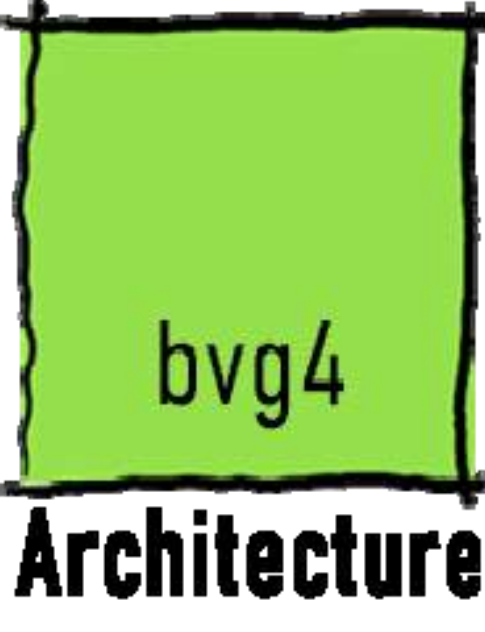
VIEW FROM STATE HIGHWAY 5



BIRD'S EYE VIEW FROM SOUTH



VIEW FROM PARK





May 17, 2024

Mr. Kobey Seale
Conduit Architecture + Design
711 N. Tennessee Street
McKinney, Texas 75069

**Re: Van Alstyne Public Safety Complex
Civil Narrative**

Dear Kobey:

The following is a high level narrative of the civil engineering items related to the Van Alstyne Public Safety Complex.

Water

Per the survey, there is an existing water line along the frontage of Waco Street (State Highway 5). In order to provide onsite domestic water and fire coverage, I estimate a 8" water loop will be required around the site. I would anticipate the water loop connecting to the existing water line in the northeast corner of the site, along SH 5, wrapping up the north west and south sides of the building and connecting a second time to the existing water line in the southeast corner of the site. Off of this loop will be fire hydrant, fire service and domestic service lines for each building.

Sewer

Per the survey, there is an existing sewer line in Blassingame Avenue. Sewer service for the site will be extended from Blassingame north through the site to serve each building. I would anticipate the main extension onsite to be 8" in size with 6" services to the building.

Storm & Grading

The project site generally falls from the northwest to southeast corners. There is an existing highpoint in the property near the northwest property corner. The high elevation is approximately 811'. The site falls towards the corner of Tolson Street and State Highway 5. The low side of the site is approximately at elevation 799'. There is an existing 2'x3' box culvert, which go under SH 5, in the southeast property corner. Detention will required for the site to detain back to existing conditions. We estimate the detention volume to be in the 80,000 cubic feet range. The detention should be located on the low end of the site near the corner of Tolson Street and SH 5.

If you need any additional information, please feel free to contact me.

Sincerely,
CROSS ENGINEERING CONSULTANTS, INC.

Jonathan D. Hake, P.E.
Vice President

A large, blue handwritten signature in cursive script, appearing to read "JDH", is written over the typed name and title of Jonathan D. Hake.

**Van Alstyne Public Safety
Programming Phase
STRUCTURAL NARRATIVE**

Proposed Building Site Plan



Building Superstructure – Fire Station Apparatus Bay and Crew Space

The superstructure of the building must be adequate to resist the applied design loading, satisfy the performance criteria for such items as deflection and vibration control, and accommodate the architectural design. For this building the following structural systems are recommended:

- Ground Level Structure**
 A few foundation options may be considered, and each has positives and negatives associated with each system (i.e., initial cost, maintenance costs, and ability to access under-slab utilities). Typically the apparatus bay will have an increased structural system to handle the increased design loading

compared to the support and office areas. The two proposed ground-level structure options are as follows:

Base Option (Slab-on-Grade): It is anticipated that the ground floor would be reinforced slab-on-grade, over prepared subgrade. Subgrade preparation would consist of removing on-site expansive soils by 10 feet and replacement with a combination of moisture conditioned on-site soil and two foot select fill or flexible base cap. The slab-on-grade would be placed over a 15 mil, Class A vapor retarder. Perimeter grade beams would be isolated from the subgrade with 10" deep carton void forms and soil retainers.

Area of the Building	Slab Thickness and Reinforcing	Perimeter Grade Beams and Reinforcing	Interior Grade Beams
Support/ Office/Crew	5" < 1 psf	16"-18" wide x 30" deep with 18 plf	N/A
Apparatus Bay	10" min + slope 3 psf	24" wide x 30" deep with 32 plf	N/A

Table 1 - Grade Supported Slabs

Alternate Option (Structured Slabs): An alternate option for the ground floors will consist of a structural slab over carton forms with an anticipated void depth of 10" to 12" and a 10 mil, Class A vapor retarder. The structural slab will be supported by perimeter grade beams per the table below and will be isolated from the subgrade with 10" deep carton void forms, and soil retainers.

Area of the Building	Slab Thickness and Reinforcing	Perimeter Grade beams	Interior Grade beams
Support/ Office/Crew	8" to 10" 8 psf	18"-24" wide x 30" deep with 25 plf	At braces where required
Apparatus Bays	9" min + slope 6 psf	24" wide x 36" deep with 35 plf	24" wide x 30" deep with 50 plf

Table 2- Structured Slabs

Slab over carton form is generally a more expensive option than a slab-on-grade foundation with subgrade preparation. However, it does provide a smaller potential for differential movement of the foundation. Underground utilities are less accessible than a slab-on-grade since removing certain portions of a structural slab may compromise the structural integrity of the slab. A plumbing void system to isolate under slab piping from the subgrade will also be required.

Structural stoops are expected at all outward swinging doors. Stoops are typical grade beam and slab framing supported by one to two piers. Where stoops are a manageable distance, a cantilevered stoop may be considered.

Since this site is anticipated to have expansive clay soils, the necessity for the Owner to be involved in quantifying the degree of foundation and slab movement that will be acceptable is an essential part of a successful design. The Owner's performance expectations combined with past experiences will greatly influence the selected subgrade preparation for slabs.

- **Typical Upper Level Structure (Mezzanine)**



Upper level floors are anticipated to consist of a 3" normal-weight concrete slab over 3" composite deck, supported by wide-flange beams at 8' to 10' on-center. Beam depths will range from 12" to 18" depending on span. Girder depths will range from 18" to 30". Projected material requirements for structural members (beams, girders, and columns) is 7 pounds of steel per square foot of gross floor area. Material for secondary members (edge angles, bent plates, opening framing, brick lintels, vertical bracing, equipment supports, etc.) is in addition to the above material requirements.

- **Typical Roof Structure**

It is anticipated that the roof framing will consist of 1.5" deep x 20 gage steel roof deck, open-web steel joists, and steel girders. Typical joists spanning up to 40 feet are expected to be K-series joist with a 6'-6" max spacing. Wide-flange, tube steel, and pipe columns will be used to support the superstructure. It is anticipated that 5 pounds of steel per square foot of gross floor area and additional 3 psf of miscellaneous steel framing is anticipated around the roof for miscellaneous steel.

- **Typical Apparatus Bay Roof Structure**

It is anticipated that the roof framing will consist of 1.5" deep x 20 gage steel roof deck, open-web steel joists, and joist girders. Typical joists spanning up to 40 feet are expected to be K-series joists with a 12'-0" max spacing. Joist girders will be spaced along each Bay of the apparatus supporting the perpendicular joist framing. Wide-flange, tube steel, and pipe columns will be used to support the superstructure. It is anticipated that 8 pounds of steel per square foot of gross floor area and additional 3 psf of miscellaneous steel framing is anticipated around the roof for miscellaneous steel.

Foundation

The foundation for the building will be designed in accordance with the Geotechnical Engineering Report provided by Raba Kistner for this site. Based upon the geotechnical reports, it is anticipated that the foundation system will consist of drilled, straight shaft piers bearing at a depth of approximately 20 feet below grade in gray limestone. Typical piers will be approximately 24 inches in diameter, reinforced with 6 - #6 vertical bars and #3 ties at 12" on-center, with 10 feet of penetration into the bearing strata. Temporary steel casing for pier installation is anticipated.

Interior piers will be required at 20 feet on-center for the structural slab option.

Lateral Stability

The lateral stability of the building will be provided by steel bracing and concrete masonry shear walls located so as to have minimal impact on the architectural configuration of the building.

Due to the footprint of the building a 1" expansion joint will be required between the fire station and police station foundation and superstructure levels located to have minimum impact from a structural perspective as indicated on the site plan.



Building Superstructure – Police, Dispatch, & Holding

The superstructure of the building must be adequate to resist the applied design loading, satisfy the performance criteria for such items as deflection and vibration control, and accommodate the architectural design. For this building the following structural systems are recommended:

- **Ground Level Structure**

A few foundation options may be considered, and each has positives and negatives associated with each system (i.e., initial cost, maintenance costs, and ability to access under-slab utilities). Typically the apparatus bay will have an increased structural system to handle the increased design loading compared to the support and office areas. The two proposed ground-level structure options are as follows:

Base Option (Slab-on-Grade): It is anticipated that the ground floor would be reinforced slab-on-grade, over prepared subgrade. Subgrade preparation would consist of removing on-site expansive soils by 10 feet and replacement with a combination of moisture conditioned on-site soil and two foot select fill or flexible base cap. The slab-on-grade would be placed over a 15 mil, Class A vapor retarder. Perimeter grade beams would be isolated from the subgrade with 10” deep carton void forms and soil retainers.

Area of the Building	Slab Thickness and Reinforcing	Perimeter Grade Beams and Reinforcing	Interior Grade Beams
Police/Dispatch/Admin	5" < 1 psf	16”-18” wide x 30” deep with 18 plf	N/A
High Density Storage/Holding	10” min + slope 3 psf	24” wide x 30” deep with 30 plf	N/A

Table 1 - Grade Supported Slabs

Alternate Option (Structured Slabs): An alternate option for the ground floors will consist of a structural slab over carton forms with an anticipated void depth of 10” to 12” and a 10 mil, Class A vapor retarder. The structural slab will be supported by perimeter grade beams per the table below and will be isolated from the subgrade with 10” deep carton void forms, and soil retainers.

Area of the Building	Slab Thickness and Reinforcing	Perimeter Grade beams	Interior Grade beams
Police/Dispatch/Admin	8” to 10” 8 psf	18”-24” wide x 30” deep with 25 plf	At braces where required
High Density Storage/Holding	9” min + slope 6 psf	24” wide x 30” deep with 35 plf	24” wide x 30” deep with 50 plf

Table 2- Structured Slabs

Slab over carton form is generally a more expensive option than a slab-on-grade foundation with subgrade preparation. However, it does provide a smaller potential for differential movement of the foundation. Underground utilities are less accessible than a slab-on-grade since removing certain portions of a structural slab may compromise the structural integrity of the slab. A plumbing void system to isolate under slab piping from the subgrade will also be required.



Structural stoops are expected at all outward swinging doors. Stoops are typical grade beam and slab framing supported by one to two piers. Where stoops are a manageable distance, a cantilevered stoop may be considered.

Since this site is anticipated to have expansive clay soils, the necessity for the Owner to be involved in quantifying the degree of foundation and slab movement that will be acceptable is an essential part of a successful design. The Owner's performance expectations combined with past experiences will greatly influence the selected subgrade preparation for slabs.

- **Typical Roof Structure (Low Roofs)**

It is anticipated that the roof framing will consist of 1.5" deep x 20 gage steel roof deck, open-web steel joists, and steel girders. Typical joists spanning up to 40 feet are expected to be K-series joist with a 6'-6" max spacing. Wide-flange, tube steel, and pipe columns will be used to support the superstructure, which will be located inboard of the stud framing to allow for the studs to bypass the steel framing. It is anticipated that 5 pounds of steel per square foot of gross floor area and additional 3 psf of miscellaneous steel framing is anticipated around the roof for miscellaneous steel.

Alternatively, if inline structure is preferred in lieu of the stud framing bypassing the steel framing it is anticipated that that 6 pounds of steel per square foot of gross floor area and additional 5 psf of miscellaneous steel framing is anticipated around the roof for miscellaneous steel.

- **Typical Roof Structure (High Roof/Pop Ups)**

It is anticipated that the roof framing will consist of 3" deep x 20 gage steel roof deck, open-web steel joists, and steel girders. Typical joists spanning up to 40 feet are expected to be K-series joist with a 10'-0" max spacing. Wide-flange, tube steel, and pipe columns will be used to support the superstructure. It is anticipated that 7 pounds of steel per square foot of gross floor area and additional 4 psf of miscellaneous steel framing is anticipated around the roof for miscellaneous steel.

Foundation

The foundation for the building will be designed in accordance with the Geotechnical Engineering Report provided by Raba Kistner for this site. Refer to previous section above for foundation requirements.

Lateral Stability

The lateral stability of the building will be provided by rigid steel frames, steel bracing, and concrete masonry shear walls located so as to have minimal impact on the architectural configuration of the building.

- **Miscellaneous**

All embedded plates in concrete, exposed structural steel (exposed to weather) and shelf angles, etc. will be hot-dipped galvanized.



Structural stoops consisting of cantilevered floor structure or grade beams and piers will be provided at building entrances to eliminate pavement heave in front of doorways.

Enclosures around Jail/Holding Cell - Exterior walls are anticipated to be 8" CMU grouted solid with #3 @ 8" o.c. and interior walls can be 6" CMU grouted solid with #3 @ 8" o.c.. The cells will be capped with an 8" precast plank or cast in place concrete slab.

Harden Spaces (Evidence) – Walls are anticipated to be 8" CMU grouted solid and reinforced as required to resist the design loads of 160 mph with a composite roof system supported by wide flange beams at 8 to 10 foot on-center.

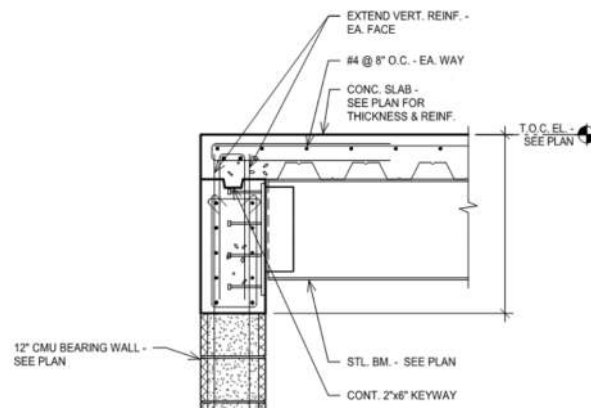
Community Room/Emergency Operation Center (EOC) Storm Shelter

The storm shelter is planned to be an independent structural system separated from the host building with 1" expansion joint at the superstructure levels and two layers of poly-iso bond breaker material at the shelter foundation.

Typical piers will be approximately 24 inches in diameter. Refer to sections above.
The slab will consist of one of the options referred to in sections above.

The walls are planned to be 12" CMU elements. The walls are required to be fully grouted and reinforced with #5 in every cell per ICC-500 requirements. Door and window jambs will have 2-#5 bars in each cell for 3 or 4 cells wide. We plan to detail bar positioners. We plan to detail a continuous concrete beam around the top of the CMU wall to encase embed plate connections for the steel beams.

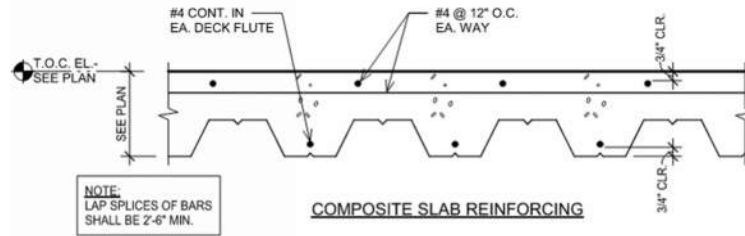
Alternative Option (Insulated Concrete Forms): A proposed alternative option which would eliminate the concrete ring beam condition along the top of the 12" CMU wall option would for the perimeter walls around the storm shelter area to consist of 12" Insulated Concrete Forms reinforced with 1-#5 each face vertical and 10" on-center and 1-#4 each face horizontal at 9" on-center. Jambs will be reinforced with additional bars as required.



It is anticipated that the roof structure will consist of a 5" normal weight concrete slab over a 3" composite steel deck, supported by steel beams. Projected material requirements for structural members (beams,



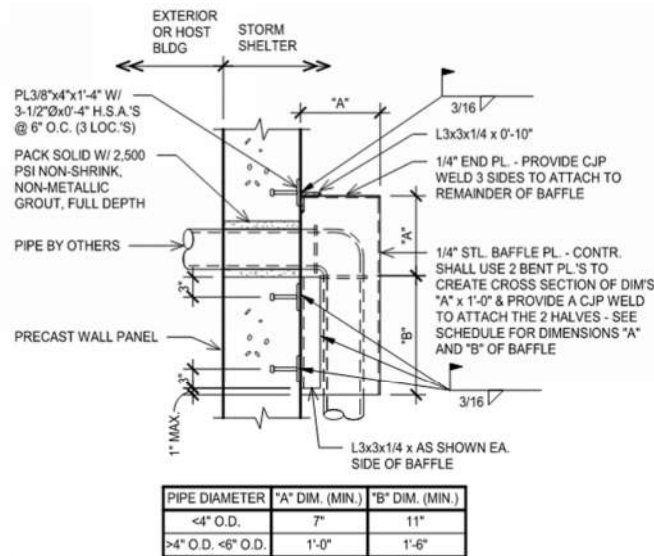
girders, and columns) is 10 pounds of steel per square foot of gross floor area. Material for secondary members (edge angles, bent plates, opening framing, equipment supports, etc.) is in addition to the above material. Slab reinforcing is per the below detail.



5 TYPICAL SLAB REINFORCING DETAIL AT STORM SHELTER
NO SCALE

Conduits and other systems are not expected to live within the P/C walls system but rather inside the structural wall in an architectural wall system.

To comply with ICC-500, Section 306.3 wall and roof openings in shelter envelope, we propose to utilize offset cover plates for smaller MEP penetrations. For larger openings that require louvers, we anticipate that the louver itself will be a tested ICC-500 assembly.



- NOTES:**
- THIS DETAIL SHALL APPLY AT ALL RECTANGULAR OPENINGS LARGER THAN 3.5 SQUARE INCHES AND ALL CIRCULAR OPENINGS LARGER THAN 2" IN OUTSIDE DIAMETER IN THE SHELTER WALLS. CONTRACTOR SHALL COORD. THESE LOC'S W/ THE PRECAST MFR.
 - COORD. CLEARANCE OF PIPE ELBOW REQUIREMENTS.
 - PRECAST MFR. MAY PROVIDE ALTERNATIVE DETAIL FOR REVIEW & APPROVAL.
 - LOCATE PRECAST WALL REINF. BY NON-DESTRUCTIVE MEANS PRIOR TO DRILLING HOLES. DO NOT DAMAGE WALL REINF.

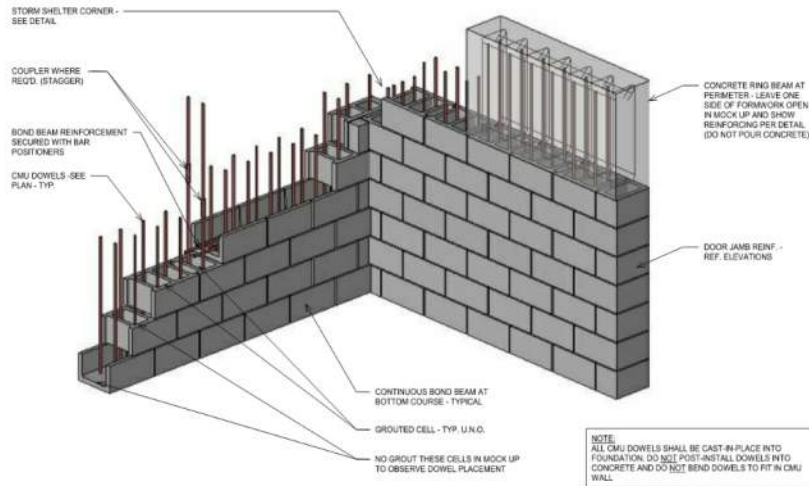
11 TYPICAL WALL PENETRATION BAFFLE DETAIL
SCALE: 3/4" = 1'-0"

Additional ICC-500 Requirements



- **Mockups**

We have found that constructing a mockup of the storm shelter component goes a long way into getting ready for the actual build. The structural drawings plan to include a mockup detail of the CMU wall construction to help work through the kinks of constructing it before we get out into the field.



3 12" CMU STORM SHELTER MOCK UP
NO SCALE

- **Contractor Responsibility Statements (Storm Shelters)**

Each contractor responsible for the construction, fabrication, or installation of a main wind force-resisting system or any component listed in the quality assurance plan shall submit a written statement of responsibility to the authority having jurisdiction, the Architect, and the Owner prior to the commencement of work on the system or component. The contractor's statement of responsibility shall contain the following:

- Acknowledgment of awareness of the special requirements contained within the quality assurance plan
- Acknowledgment that control will be exercised to obtain compliance with the construction documents
- Procedures for exercising control within the Contractor's organization, the method and frequency of reporting, and the distribution of the report
- Identification and qualifications of the person(s) exercising such control and their position(s) in the organization.

- **Foundation**

The foundation system will be the same as the main building described above in previous sections. Deep foundation elements are anticipated to be spaced at approximately 20'-0" on-center around the perimeter of the Emergency Operation Center.

Miscellaneous Site Structure Elements



- Masonry screen walls, dumpster enclosures, and mechanical yard are anticipated. The structural system is anticipated to consist of a cantilevered 8" CMU wall reinforced with 1-#5 vertical at 24 inches on-center in fully grouted cells, with a fully grouted (reinforced with 2-#5) horizontal bond beam at 48 inches on-center. The screen wall will be supported by a 24" wide x30" deep grade beam with 55 plf reinforcing. Typical piers will be approximately 24 inches in diameter and piles will be 18 inches in diameter. Refer to sections above.
- Covered parking canopy structures are anticipated. The canopy structural system will consist of prefabricated car parking shades furnished by the contractor spaced roughly 20' to 30' foot on center. The canopies will be supported by a 36" square x 36" deep pier cap with 60 plf reinforcing, supported on 36" diameter drilled piers, reinforced with 10-#8 vertical bars and #4 ties at 10" on-center, with 10 feet of penetration into bearing strata spaced at the base of each prefabricated car parking shade. Temporary steel casing for the pier installation is anticipated. For pile foundations a pile cap may be required with 2-3 piles at the base of each prefabricated car parking shade.



May 15, 2024

Van Alstyne Public Safety Building – MEP Conceptual Narrative

GENERAL

The building shall be a single-story building except for the fire apparatus bay mezzanine. The building shall be approximately 45,000 square feet with MEP infrastructure capable of accommodating an approximate 10,000 square feet future expansion. All design and installations shall comply with 2015 International Building Codes and 2014 National Electrical Code.

MECHANICAL

In general, the building shall be served by unitized, direct-expansion, variable-air volume, cooling-only, multi-compressor packaged rooftop units equipped with hot gas reheat for humidity control. With interior zones served by variable volume terminal boxes and exterior zones served by electric fan powered terminal boxes. Overall building conditioning is anticipated to require approximately 105-tons of cooling. It is anticipated multiple rooftop units will be required with a maximum size of approximately 50-tons.

Each RTU shall be double wall construction rated for exterior weather conditions with external vibration isolation, as well as a 4" concrete housekeeping pad that extends 2'-0" in all directions under the isolation curb.

Each unit shall be equipped with supply duct that is internally insulated from the unit to 15' beyond the first elbow; return air inlet shall have an internally insulated return air boot that extends 15' in the horizontal direction from the unit's inlet.

Each unit shall be equipped with 30% pre-filters for the minimum required OA (as required by ASHRAE 62.1), cooling coil, and a minimum of MERV 13 supply filtration. The leaving air temperature of this unit shall be 55F DB/ 48F WB. Each RTU shall have the capability of going into a 100% airside economizer mode.

Each unit shall be equipped with barometric relief damper and controlled by floor-level barometric pressure sensors.

Zone level fan-powered boxes with electric reheat shall be installed with zone level thermostats to control and maintain a 75F (summer)/68F (winter) space condition for the area.

Kitchen

The kitchen shall be provided with a type 2 grease hood, exhaust fan, and make-up air system.

IDF/MDF

Each of the IDF/MDF rooms shall be served by a dedicated DX split system. This unit will be wall mounted with local temperature control to maintain 68-78 degrees Fahrenheit 24 hours a day, 365 days a year. These fan coil units will have drain pans with condensate piping and float switches to alert the BMS if the condensate piping is not operating correctly to prevent any water in the IDF rooms.

Storm Shelter

Storm shelter ventilation is anticipated to be provided mechanically. This system shall be protected per ICC 500.

Apparatus Bay

A vehicle exhaust system shall be provided. Additional exhaust fans shall be provided and controlled by space carbon monoxide sensors. Natural gas radiant heaters will be provided to maintain a minimum of 50F.

Air Devices/Ductwork:

Each room or space will be provided with a supply air device and return air device or a supply air device and an exhaust air device.

Supply air devices: The typical supply air device will be a 24"x24" architectural, louvered supply grille in all office spaces. Sidewall supply grilles will be used in areas with no ceilings and do not require a dedicated fan coil unit. The perimeter of the buildings will be served with linear slots diffusers. All air devices shall be non-condensing with 55F supply air.

Return and exhaust air devices: The typical return air device will be a 24"x24" perforated faced type. Sidewall return grilles will be used in areas with no ceilings.

Ductwork shall meet code-minimum and SMACNA standards

Fire dampers, smoke dampers, and combination fire/smoke dampers will be provided where ductwork penetrates rated walls as required by code.

Building Controls:

All of the mechanical, and room pressurization systems will be monitored and controlled by a building automation system ("BAS"). The BAS will be an electric, web-based direct digital control (DDC) system. BMS headend unit shall be provided with open protocol Niagara framework.

Provide computer, UPS, and entire network to provide a fully operating DDC control system.

ELECTRICAL**Power**

The building shall be served by one (1) 480/277-volt, 3-phase, 1,200-amp, 4-wire secondary electrical services.

Switchboard, distribution boards, and panelboards shall tin-coated copper and located throughout the building.

480-208v transformers shall be 150C° rated TP-1 to meet local and state energy codes.

A 750KW natural gas generator with level 2 weatherproof sound enclosure and critical grade muffler is anticipated to back up the entire building. Provide a service rated automatic transfer switch.

Equipment manufacturers will be similar to Cutler-Hammer, Siemens, Eaton, General Electric or Square "D".

GFCI will be provided as required by Legal Requirements.

Conductors greater than #1 AWG shall be aluminum, all other conductors shall be copper.

Storm Shelter/EOC electrical loads are anticipated to be backed up by a centralized battery system providing 2-hours of runtime per ICC 500.

Grounding

Grounding shall be provided per the National Electrodde Code

Provide a 36" pre-drilled ground bar within each electrical room for transformer and IDF/MDF room bonding. Ground conductor shall extend from all ground bars to ground bar located within both service entrance equipment's.

Lightning Protection

Provide a UL Master label lightning protection system.

Lighting

All lighting shall be LED.

Egress and exit lighting shall be powered by integral battery-pack.

Lighting control shall meet applicable energy codes. Exterior lighting zones shall be controlled by multiple photocells and the building timeclock.

Fire Alarm

Provide a code-minimum, digital, addressable fire alarm system. System shall be equipped with battery-power sufficient to complete the interior finish-out.

PLUMBING

Domestic Water	<p>The building will be fed by a 4" domestic cold-water line. The service entrance shall be protected by a reduced pressure type backflow preventer. Domestic water will be distributed throughout the building.</p>
Domestic Hot Water	<p>The domestic hot water system shall be generated by gas storage type water heaters with timeclock-controlled re-circulation pump/piping. All piping shall be insulated. A separate hot water loop and recirculation pumps shall be provided for the fire station.</p>
Sanitary Sewer	<p>The sanitary sewer system will collect all waste and soil piping below grade and flow by gravity, in the most expeditious way, to the site sewer utility stub outs located at the exterior of the building.</p> <p>Cleanouts will be provided throughout the sanitary system per code requirements and at other appropriate points to ensure that the system can be easily and quickly be maintained at full capacity.</p> <p>The above ground sewer and vent piping system will utilize no-hub cast iron pipe conforming to CISPI standards along with neoprene sealing sleeves and stainless-steel clamp and shield assemblies. All below-grade sewer and vent piping will utilize service weight, socket and spigot, PVC.</p> <p>Floor drains will be provided as required for toilets rooms. All floor drains will be provided with trap primers.</p> <p>A 750-gallon sail oil interceptor shall be provided along with required venting, and an inlet to the interceptor for the fire station apparatus bays. Discharge piping from the interceptor shall be routed to the nearest sanitary sewer system within the building.</p>
Storm Drain System	<p>Storm drainage is anticipated to be by gutters and downspouts. Refer to architect for further detail.</p>
Plumbing Fixtures	<p>Wall-mounted water closets and urinals, and top mounted lavatories will all be commercial grade white vitreous china with chrome-plated faucets, trim, supplies and waste piping. Fixtures shall comply with all applicable Federal and State accessibility requirements.</p> <p>Mop sinks, shall be provided within Janitor's Closets.</p>

Flush valves and lavatory faucets will be hands free operation, hard wired.

Natural Gas

The building shall have a natural gas meter and regulator located on site. Service shall be routed throughout the building as necessary.

FIRE PROTECTION

The project will be a fully sprinkler system conforming to the latest adopted NFPA 13, NFPA 14 standards and local, state and federal fire codes. The building shall be equipped with an 8" fire service line.

There will be a dedicated room for the fire sprinkler system. Upon entrance to the building a backflow preventer shall be installed on the fire services. Wet alarm check valves and dry pipe valve assemblies shall be provided for the sprinkler and standpipe systems.

A certified fire protection engineer will hydraulically design the fire protection system based on the contract drawings and performance specifications and submit the shop drawings to the authority having jurisdiction for review and approval of the complete fire protection system.

END OF MEP CONCEPTUAL NARRATIVE

May 15, 2024

Van Alstyne Public Safety Building – Low Voltage Conceptual Narrative

PROJECT DESCRIPTION OVERVIEW

This document represents the programmatic requirements and guidelines for the Telecommunications, Audio Visual and Security spaces for Van Alstyne Public Safety. Use this program document to gather an understanding of the technology spaces.

TELECOMMUNICATIONS SPACES

Main Distribution Frame (MDF): a dedicated space that houses service provider active data network and voice system equipment. The MDF acts as the demarcation point between the service provider and the customer. The MDF is a dedicated space that houses servers, system head ends, active core data network and voice system equipment, houses horizontal cable terminations and active network equipment for the devices served. The MDF shall be positioned in which all data cable sheath lengths are less than 90 m. (295 Ft.) for the area that it serves.

Architectural Requirements:

- Walls: Full height with 8 ft by 4 ft fire retardant 3/4", AC Grade, null of voids, plywood on one wall within room (north wall) starting at 2'-0" above finished floor to 10'-0". Provide vapor barrier to allow humidity control in the room.
 - Plywood to be painted light in color. Do not paint over fire rating stamp.
- Floor: Sealed Concrete
- Ceiling: Open to structure above. If ceiling is required, provide a minimum 10' AFF ceiling
- Door: 8 ft high by 3 ft wide.

Electrical Requirements:

- Electrical support of telecom equipment will come from rack mounted UPS. UPS located in IT room
 - UPS to support a 5 minute run time
- One convenience outlet every 10' on each wall at 18 inches above finished floor.
- Dedicated 120V 20A duplex for Emergency Responder Radio Communications Systems (ERRCS) (if required)
- Dedicated 120V 20A duplex for Access Control Panel

Mechanical Requirements:

- Support an equipment heat load of 60W per sq ft.
- Continuous 24x7x365 cooling with local control.
- Temperature range between 68 to 72 degrees.
- Humidity Boundary – 40% and 60% rH
- Maintain positive pressure and provide one air change per hour.
- Power for HVAC shall be on the emergency generator.

Lighting Requirements:

- Minimum light level of 50-foot candles measured at 3 ft above finished floor
- Install fixtures no lower than 9 ft above finished floor (or no less than 6" above cable trays)
- Provide LED light fixtures. Fixtures to be placed on front and back on rack rows. Do not locate light fixtures above rack rows.
- Locate light switch near door.

Telecommunication Requirements:

- Provide 4-post rack within MDF with (2) 6" wire managers. Wire managers to be set at ends of the rack.
- Provide 12-inch-wide horizontal cable runway installed above the rack-bay and around the perimeter of the room at 7'-6" above finish floor.
 - Provide appropriate fittings and supports.

Fire Protection Requirements:

- Provide high temperature sprinkler heads.

PATHWAYS

The telecommunications pathways system includes entry conduits, horizontal and vertical sleeves, primary and secondary horizontal cabling pathways.

Provide (2) sets of (4) 4" entry conduits for service provider from handhole to MDF. Entry conduits to have diverse pathways, leaving on different sides of the building. All conduits shall slope away from the building with a minimum of 1% pitch. All exterior wall penetrations to be filled with an expandable plug to prevent water, gas and rodent infiltration.

Primary Horizontal Cabling Pathways

- Cabling shall be supported via J-hooks (accessible) or conduit (non-accessible ceiling or open ceiling). Size J hooks based on quantity of CAT6A cables, with an assumed 50% fill rate
- Conduits over areas with non-accessible ceilings. This includes gypsum, architectural and open ceilings. Size conduits based on quantity of cables with an assumed 40% fill rate.
 - Calculate an additional 50% for spare capacity for future cabling and technologies.

Secondary Horizontal Cabling Pathways

- Accessible ceiling areas: Multi and single outlet cable hangers from the primary pathway to the outlet feed point
- Non-accessible ceiling areas: Conduits from the primary pathway homerun to the outlet/device
- Size secondary pathways based on CAT6A cables.
- Wall Outlet Feed and Box Configuration
 - One 1" conduit from raised access floor/ceiling space to outlet box.
 - One 4" x 4" x 2-7/8" box with single gang ring.

HORIZONTAL CABLING

The horizontal cabling system includes horizontal (station) voice and data cabling, rack-mounted copper patch panels, modular connectors, faceplates, and patch cords. The horizontal data cabling originates in the IDFs and distributes in a star topology to the individual workstation outlets.

General Horizontal Cabling Guidelines:

- Horizontal Cat 6A cabling for data connectivity
- Copper patch cords; provide two per active data port. Provide 10-ft patch cords.

TYPICAL TELECOM OUTLET CONFIGURATION

The following provides an estimate of outlet quantities and locations.

- Provide 2 data drops at all workstations.
- Provide 1 data drops at printer locations.
- Provide 2 data drops in every mechanical and electrical room.
- Conference Rooms: Provide (2) two data cables behind the display and (1) data cable underneath the table.
- Indoor Wireless Outlets: Provide quantity of wireless outlets to provide wireless network cover throughout the building. Indoor APs are OFCI. Provide 1 data drop at each wireless access point
- Security IP Camera Outlet: Provide one outlet mounted above the ceiling at IP camera locations, with one single-ended terminated data cable each.
- Security Panel: Provide one outlet within the ACAMs panel (coordinate with security contractor). ACAMs panel located at the MPOE/MDF and at each active IDF with one data cable each.

GROUNDING AND BONDING

The telecommunications grounding and bonding system includes grounding busbars, bonding conductors, and the grounding backbone conductor.

TELECOMMUNICATION TESTING AND LABELING

Provide full end-to-end testing of the following structured cabling components:

- Horizontal Cat6A
- Backbone ISP fiber optic

Provide labels for the following structured cabling components:

- Outlet faceplates
- Equipment racks
- Patch panels
- Grounding busbars and conductors
- Conduits and sleeves entering the telecom rooms.
- Horizontal cables
- Backbone fiber optic cables

EMERGENCY RESPONDER RADIO COMMUNICATION SYSTEM – ADD ALTERNATE

The General Contractor will provide technological documentation from a qualified individual that the structure or portion thereof does not impede emergency communication signals prior to project completion. If emergency communications signal are impede, an in-building emergency communication system will be installed per IBC section 915 and section 510 of the fire code. Verify and coordinate these requirements with the local township fire prevention officer.

If In-building emergency communications system is required, then the general contractor shall install radiating cable, such as coaxial cable or equivalent. The radiating cable shall be installed in dedicated conduits, raceways, plenums, attics or roof, compatible for these specific installations as well as other applicable provisions of the code. The locality shall be responsible for the installation of any additional communication equipment for the operation of the system.

AUDIO VISUAL SYSTEMS

This section covers audiovisual (AV) systems, specifically, electronic systems which produce audio and video communications. It includes distributed audio, and systems for other special purpose spaces. This section of the program will describe basic requirements to support the activities that have been articulated for each included AV space. During Design Development phases of the project, the systems can be scaled up or down if required.

- Video and Audio-Conferencing systems within conference rooms. Components may include (but to limited to) displays, AV cameras, ceiling/tabletops microphones, soundbars/ceiling speakers and headend equipment
- Digital signage
- Room Scheduling

SECURITY SYSTEMS SCOPE

The Access Control and Alarm Monitoring System (ACAMS) provides electronic card access to allow for a secure division between public and private spaces. Typical access-controlled entrances consist of card readers, recessed door contacts in the header or top mullion, request-to-exit sensors, electronic locking hardware, and low-voltage device power supplies.

Typical card reader and door contact locations include:

- Perimeter entrances
- Doors separating private from public spaces.
- Rooms containing critical building infrastructure.

Cardholder databases will allow for staff/ access cards (or key fobs) within the building. The building will require a badging system.

ACAMS equipment for Badging:

- Provide one ACAMS badging workstation with the following components:
 - Driver's license and/or passport reader

- Webcam
 - Provide one photo-ID printer/encoder
 - Adequate space for photo backdrops

Card readers and other security field devices will communicate with centralized, wall-mounted control panels in the telecommunications rooms. This access control equipment will live within IT room:

HORIZONTAL SECURITY CABLING

Provide plenum required wire and cable sized to allow for voltage drop on long runs and effectively shielded as required to allow the routing of 12 and 24V power and control signal in the same conduits with interference or signal noise.

Provide hook and loop-style cable ties on security cabling within telecommunications spaces and cover wireways. CABLE TIES are not allowed on the project. Any cables damaged by the use of cable ties will be replaced at no cost to owner.

PATHWAYS

Provide a 3/4" EMT conduit from door hardware, door contact(s), card reader (single gang junction box), and request to exit, if not integrated into door hardware, to 4"x4"x2-7/8" junction box (on the secure side) with a 3/4" EMT conduit to nearest accessible ceiling.

SEQUENCE OF OPERATION

General Card In, Free Out:

Entry Side: The door is equipped with a card reader on the public side of the door. Controls entry into a secured area. Door contact switch monitors the position of the door, use of card reader bypasses the door contact switch to allow entry or ingress. The door is locked in the public side.

Exit Side: The door is equipped with a request to exist switch to control exiting from a secured area. Door contact switch monitors the position of the door, use of the request to exit bypasses the door contact switch to allow exit or egress without triggering an alarm.

Door Status: If the door is held open, a door held open alarm will be generated. If the door is opened without use of card reader or activation of the request to exit, a door forced alarm will be generated.

SECURITY TESTING AND LABELING

Perform a 100% functional test of system aspects to verify correct operation prior to scheduling the final test. The pre-test will help to make the final test run smoothly when demonstration the system's operations to the building engineer and Owner's IT and Security representative.

Document the results of the test using the approved test forms and submit a copy to the building engineer along with the system activity reports.

Perform a final test of system in the presence of the building engineer and Owner's IT and Security representative.

Provide labels for the following access control components:

- ACAMs Controller
- Wiring
- Card readers
- Junction box above door
- Batteries (Month and Year)

VIDEO SURVEILLANCE SYSTEM (VSS)

The building will utilize an IP-based VSS that can provide bidirectional software integration with the ACAMS. Upon activation from an alarm monitoring device or card reader, video from the associated cameras will activate a pop-up window in the ACAMS software. This will provide a photographic record of alarm events to avoid false alarms and enable an immediate response if necessary. The database within the ACAMS software will also log the alarm event and associated video clip for easy retrieval.

Network Video Recorders (NVR) consist of a dedicated, rack-mounted servers and powerful video management software. The NVRs will reside in the buildings MDF Room. The amount of cameras an NVR can support depends on the power of the core processor and memory; we typically recommend 32 cameras per NVR server.

The NVRs will reside in the MDF room in the same telecom cabinet as the ACAMS servers. IP-based network cameras will communicate with these NVRs through the local area network. Client versions of the video management software will run on workstations in conjunction with the ACAMS at the monitoring center.

Ip-Based Cameras

We recommend using 3MP cameras that comply with the Society of Motion Picture and Television Engineers (SMPTE) High-Definition Television (HDTV) standards in resolution. These HDTV cameras will provide the NVRs with crisp and clear video surveillance images but will utilize a significant portion of the Security local area network bandwidth. Even with H.265 and other advanced compression methods, we recommend allocating 2-6 Mbps for each HDTV camera.

Camera locations include:

- Interior view of perimeter doors
- Main Lobby
- Main Corridors
- Exterior Doors

May 17, 2024

VAN ALSTYNE PUBLIC SAFETY

CONCEPT LANDSCAPE ARCHITECTURE NARRATIVE

Hardscape

- Sidewalks to be concrete paving, standard gray with broom finish
 - Concrete paving to be 4" thick with #3's at 18" O.C., E.W. and 4000 PSI
 - 5' wide sidewalk, typ.
- Ramps and stairs to be concrete paving where required
 - All ramps / stairs to have handrail on both sides
 - Handrails to be 1.5" dia. steel tube attached to base plate. All steel to be primed and painted.
- Enhanced concrete paving to be used at entrance and memorial plaza
 - Enhanced concrete paving color, pattern, and finish to match xxxxxxxxx
 - Donor pavers to be placed in memorial plaza. All concrete pavers to be sand set on 4" concrete subbase, joints to have polymeric sand
- Fencing or screen wall to be provided at perimeter of site
 - All fencing and gates to be steel with top and bottom horizontal rails and vertical pickets at 3" o.c., finish to be primed and painted. Fence height to be 6'.
 - Screen wall to be pre-cast concrete wall. Wall height to be 6'.
 - Pedestrian gates provided at all walks and entrances with self-closing and self latching hardware. Access control system to be coordinated with City.
 - Vehicular gates to be sliding. Access control system to be coordinated with City.
- Site retaining walls to be Engineered site retaining walls or cantilevered concrete wall. Walls to be designed by structural engineer.
- Seat walls at amenity areas to be Lueders stone blocks or precast concrete, 24" ht x 18" width, length per plan

Landscape

- Existing trees impacted by development to be removed
- Canopy Trees to be 4" cal. min, and 12' min. height. Quantity and locations to meet minimum required by City.
- Ornamental Trees to be 45 gal min. and 8' min. height.
- Trees within 4' of back of curb, pedestrian paving, or utilities may need a vertical root barrier
- All trees to include staking (tree frog or approved equal)
- Planting beds with shrubs and groundcover to be provided at all building foundations, amenity areas, and site entrances. Plant material to consist of 25 % 5 gal. shrubs at 36" OC, 25% 3 gal. shrubs at 30" o.c., and 50% 1 gal. groundcover at 18" o.c

- All plant beds to have 4" of organic compost tilled to 8" depth
- 3" depth fine shredded hardwood mulch
- Provide 12" wide gravel band and steel edge at all building foundations
- Steel edging to be provided between planting and turf areas
- All open space turf areas to have Bermuda sod. Sod areas to have 1-2" organic compost tilled to 4" depth.
- Fully automatic, underground irrigation system to be provided for all planting and sod areas. Planting to have drip irrigation, sod to have sprays, tree bubblers for all trees

Site Amenities

- Signage wall at main entrance (stone veneer wall w/ CMU core)
- Surface mount bench's to be provided in amenity areas and along sidewalks, quantity and locations TBD
- Surface mount trash cans/recycling receptacles to be provided in amenity areas, quantity and locations TBD
- Planter pots to be provided at main entrance

Site Lighting

- Light poles to be provided at parking lots and along vehicular drives
- Pedestrian light poles to be provided at pedestrian open space areas and courtyards
- Tree up lights at select trees in amenity areas and at entrances
- Accent lighting at entry / signage walls