

 **Document A133™ – 2009**

**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 day of in the year
(In words, indicate day, month and year.)

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

The Florida Senate
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, Florida 32399

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

Allstate Construction, Inc., A Florida Corporation
5718 Tower Road
Tallahassee, Florida 32303

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

The Florida Senate
Senate Chamber Renovations
Tallahassee, Florida

The Architect:
(Name, legal status and address)

Hicks Nation Architects, Inc.
1382 Timberlane Road, Suite C
Tallahassee, Florida 32312

The Owner's Designated Representative:
(Name, address and other information)

Reynold Meyer
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, Florida 32399

The Construction Manager's Designated Representative:
(Name, address and other information)

ADDITIONS AND DELETIONS:

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

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

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

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Tallahassee, Florida 32303
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The Architect's Designated Representative:
(Name, address and other information)

John Nation
1382 Timberlane Road, Suite C
Tallahassee, Florida 32312
Telephone Number: 850.893.1130

The Owner and Construction Manager agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the 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 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. 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.

§ 1.2 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 with the 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. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the 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.

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; 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.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain 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, other Owner consultants' services, and the Owner's responsibilities and identify items that could 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 well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

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

§ 2.1.5.2 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, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

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shall expedite and coordinate the ordering and delivery of materials that must be ordered well 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.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. 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 promptly report to the 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.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with 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 for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 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 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .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, allowances, contingency, and the Construction Manager's Fee;
- .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.
- .6 All materials that must be ordered well in advance of construction.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and 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.

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§ 2.2.6 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 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.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 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.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal or the Owner’s issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 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 by 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 and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (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 Contract Time and 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 and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 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 prior ^{written} consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, 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 Section 6.11 below. RM
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§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct ^{weekly} meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect, ^{of the previous weekly meeting.}

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§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 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 and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner 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.

§ 2.3.2.8 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 and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 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.

§ 3.1.2 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. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner 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 Section 6.1.1, (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 and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **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.

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§ 3.1.4.1 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.

§ 3.1.4.2 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 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, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning 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.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 3.1.4.4 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.

§ 3.2 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 promptly and furnish information expeditiously, 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 A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **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.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, 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 a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« Flat fee of Forty-Five Thousand & 00/100 dollars (\$45,000.00) which will include subcontractor bidding as described in §2.3.2, Administration, for those materials that must be ordered well in advance of construction, discussed in §2.1.7. This fee will be payable in 3 monthly, equal installments.»

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Three (3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

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

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~~§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. 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 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 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 Parties understand the project is estimated to cost \$3,500,000. The Construction Manager's Fee is 6% of the first \$3,500,000 of the Cost of the Work, and 5% of the amount above \$3,500,000

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

The Construction Manager's Fee for changes in the Work shall be 5%.

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

None

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~~§ 5.1.4 Rental rates for Construction Manager owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.~~

§ 5.1.5 Unit prices, if any:

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

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

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

The Construction Manager will not participate in any savings.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 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 Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 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 Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 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 5.1.2 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 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior ^{written} consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this ^{written} approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages 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.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, 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.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such 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 6.2.1 through 6.2.3.

§ 6.2.5 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, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 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.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling 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.

§ 6.5.2 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 costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

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

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 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.

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

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable. *The Owner reserves the right to procure and directly purchase any materials or items used in the preconstruction and Construction phases or to use items or materials previously purchased by another entity.*

§ 6.6.3 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.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and 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. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

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

§ 6.6.8 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.

BN RM § 6.6.9 Subject to the Owner's prior approval, ^{written} 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.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 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 Section 10.4 of AIA Document A201–2007.

§ 6.7.3 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 negligence or failure to fulfill a specific responsibility of 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.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 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 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 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 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of 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 to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 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 them 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.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 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, 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 Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, 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 Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 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, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, 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 for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 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.

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

The period covered by each Application for Payment shall be one calendar month ending on the 30th day of each month.

§ 7.1.3

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

§ 7.1.4 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 cash disbursements 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, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 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 the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 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 for which the Construction Manager has made or intends to make actual 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.

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

- .1 Take that portion of the 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 schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add 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 Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of ^{10%} percent (10%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ^{10%} percent (10%) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

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

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the 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.

§ 7.2 Final Payment

§ 7.2.1 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 Section 12.2.2 of AIA Document A201-2007, 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.

~~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:~~

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, 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 Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be 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 Section 15.2 of A201-2007. 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.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager 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 the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

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

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Payment & Performance Bonds	100% of the Guaranteed Maximum Price (GMP) as contained in the Special and Superseding Conditions, attached hereto

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. 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 9.3 of this Agreement shall not apply.

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

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

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other: (Specify)

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 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.)

N/A

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 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 Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services 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 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 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 10.1.2:

- .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 5.1 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.

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 which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. 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 10, 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.

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.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

Wages or salaries of certain personnel stationed at the Construction Manager's principal office or offices other than the site office shall be included in the Cost of the Work. Such personnel are identified below:

- Scott Brewer - Director of Operations – preconstruction and construction services
- Kelly Garrison - Operations Assistant - preconstruction and construction services
- Carolyn Cotilla – Accounting – preconstruction and construction services
- Paul Arnaldo - preconstruction services only

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 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.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, 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 A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

X

- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

N/A

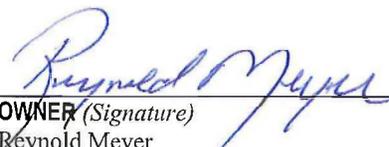
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

The Parties agree to the Special and Superseding Conditions by and between Owner and Construction Manager, dated December 4, 2015 and consisting of 10 pages, which shall control and govern in the event of conflicting provisions in the Standard Form of Agreement, AIA Document A133-2009 and/or General Conditions, AIA Document A201-2007.

The Request for Qualifications Proposal (RFQP) #878, The Florida Senate, Construction Manager for the Senate Chamber Renovation, issued on October 21, 2015, including all subsequently issued Addenda thereto, and the Construction Manager's Proposal submitted to the Owner on November 13, 2015, are attached hereto and incorporated herein by reference.

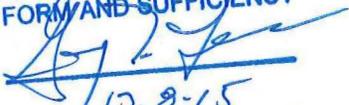
This Agreement is entered into as of the day and year first written above.

SW RM


OWNER (Signature)
Reynold Meyer

REYNOLD MEYER, Chief of Staff
(Printed name and title)


CONSTRUCTION MANAGER (Signature)
~~Scott Brewer, Vice President~~
BILL WEIDON, PRESIDENT
(Printed name and title)

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

Date 12-8-15

AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

The Florida Senate, Senate Chamber Renovations
Tallahassee, Florida

THE OWNER:

(Name, legal status and address)

The Florida Senate
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, Florida 32399

THE ARCHITECT:

(Name, legal status and address)

Hicks Nation Architects, Inc.
1382 Timberlane Road, Suite C
Tallahassee, Florida 32312

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ADDITIONS AND DELETIONS:

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

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

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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 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 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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§ 1.2.2 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor 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. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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.

§ 2.2.5 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.

§ 2.3 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.

§ 2.4 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 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 made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. 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 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 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 2.2.3, 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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

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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 authorized by the Architect in accordance with Sections 3.12.8 or 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

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.

§ 3.6 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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 the way by which 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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 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.

§ 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.

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

§ 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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 in writing; 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 such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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, and the Contractor shall proceed promptly, 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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .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 related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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

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.

§ 9.2 SCHEDULE OF VALUES

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

§ 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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 material 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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 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 the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate 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 material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 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' written 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 shut-down, 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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 as required under Section 11.3.1.5 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 written 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 and, 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 terms and conditions of 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, 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 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 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; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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 or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities.

§ 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, except damage or loss 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, written notice of such 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

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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 LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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.

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 an 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 written 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 2.4.

§ 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, whether completed or partially completed, of the Owner or separate contractors 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 except that, 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 such 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 such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in 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 written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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 must 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 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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.

§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 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 15.1.6 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 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. 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 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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

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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 the Owner and Contractor under this Agreement.

**Special and Superseding Conditions
by and between Owner and Construction Manager
dated December 7, 2015**

The Parties agree that the following Special and Superseding Conditions are part of the AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Construction where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. In the event of a conflict between the Special and Superseding Conditions and any provision of the Standard Form of Agreement, the Parties agree that the Special and Superseding Conditions shall prevail.

1.) Contract Contingent Upon Approval of Funds

The performance of the Florida Senate and its obligation to pay is contingent upon the Senate President's approval of Senate funds for this purpose.

2.) Intensive Construction Administration

In addition to the Architect's duties under the Contract including Administration in accordance with Article 4 of the AIA A201-2007, General Conditions, the Architect will provide intensive construction administration duties. These duties include weekly meetings and observations with the Construction Manager during the Construction phase. Additionally, the Architect will provide, on a daily basis if needed, interpretations and clarifications regarding the construction drawings.

3.) Criminal Background Checks

Criminal History Background Checks (Level I) shall be obtained for all employees and agents of the Construction Manager and their subcontractors, their agent and employees, and all other persons performing any of the work under a contract to the Construction Manager. The Construction Manager is obligated to obtain and pay for each Criminal History Background Report ("Report"), which may be obtained by accessing the website of the Florida Department of Law Enforcement online at <https://web.fdle.state.fl.us/search/app/default> The Construction Manager must supply FDLE with the employee's complete social security number to allow FDLE to run the Report. The Construction Manager shall forward the Report to the following email address located in Tallahassee, Florida: Gleasant.barbara@leg.state.fl.us. A recommendation will be made regarding whether or not to allow entry/occupation of the job site. If an individual is denied access to the job site, additional information will be required in order to re-consider an individual for access.

4.) Unauthorized Aliens Checks Through E-Verify

The Owner shall consider the employment by the Construction Manager of an unauthorized or undocumented alien to be a prima facie violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be grounds for immediate, unilateral termination of this Agreement. The Construction Manager will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the Contract Term to perform services within Florida within 3 business days after the date of hire; and (b) all persons (including subcontractors) assigned by the Construction Manager to perform work pursuant to the Contract with the Senate within 90 calendar days after the date the Contract is executed or within 30 days after such

persons are assigned to perform work, whichever is later.

5.) Public Records

Unless specially exempted by law, all records made or received by the Construction Manager in conjunction with this Contract may be public records available for inspection by the public in accordance with the provisions of Article I Section 24, Florida Constitution, section 11.0431, Florida Statutes, and Chapter 119, Florida Statutes. Additionally, the Construction Manager agrees that if the Construction Manager receives a request for public records, the Construction Manager shall immediately notify the Florida Senate of the request and shall coordinate the production of records to the requestor with the Florida Senate. However, in order to assure that records subject to any exemption are not disclosed, the Construction Manager shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Florida Senate. Refusal of the Construction Manager to allow public access to such records shall constitute grounds for immediate termination of this Contract.

The Construction Manager shall notify the Owner's Designated Representative as well as the Deputy Chief of Staff on Communications, Katie Betta, via email, betta.katherine@flsenate.gov, in regards to all requests for public records.

6.) Confidentiality of Building Plans

Notwithstanding the above, pursuant to Section 119.071(3)(b), Florida Statutes, all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building are exempt from inspection or disclosure under Florida's Sunshine laws. The Construction Manager agrees to protect and ensure the confidentiality of such documents under its custody or control in conformance with the requirements of Section 119.071(3), Florida Statutes, and applicable law. Any knowing violation of Chapter 119, Florida Statutes, may be sufficient grounds for immediate termination of the Contract by the Owner.

7.) Article 8 Insurance and Bonds

Bonds

The Construction Manager shall provide to the Owner, on forms furnished by the Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount not less than the Cost of the Work plus the Construction Manager's fees. The Construction Manager will provide the bonds within five (5) calendar days after execution of the GMP Amendment in an amount no less than the GMP. A failure by the Construction Manager to provide the bonds will result in termination of contract, at the Owner's election, and payment by the Owner will be determined hereinbelow in section 13, Termination by the Owner for Convenience. The Surety Company shall comply with the following provisions:

- 1.) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, Office of Insurance Regulation, authorizing it to write surety bonds in the State of Florida.

- 2.) The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- 3.) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- 4.) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the performance bond is issued.
- 5.) The Surety Company shall have at least the following minimum ratings in the latest issue of Bests' Key Rating Guide.

Contract Amount	PolicyHolder's Rating	Required Financial Rating
\$2,000,000 to \$5,000,000	A-	Class III
\$5,000,000 to \$10,000,000	A-	Class IV

- 6.) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Financial Services, Office of Insurance Regulation to do business in this state have been met.
 - (b) In the case of the surety insurance company, in be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

Insurance and Indemnity

Indemnity

The Construction Manager agrees to indemnify and hold the Owner and Architect-Engineer harmless from all claims for bodily injury and property damage (other than the work itself and other property insured under Paragraph titled "Public Liability and Property Damage Insurance" below) that may arise from the Construction Manager's operations under this Agreement.

Construction Manager's Insurance

The Construction Manager shall not commence any construction work in connection with this Contract until they have obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

Worker's Compensation Insurance

The Construction Manager shall take out and maintain during the life of this Contract Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's

Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

Construction Manager's Public Liability and Property Damage Insurance

The Construction Manager shall take out and maintain during the life of this Contract Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect them from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Contract whether such operations are by the Construction Manager or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- | | | |
|----|---------------------------------------------------------------------------------------------------|----------------------------------------------------|
| a) | Construction Manager's Comprehensive General Liability Coverages, Bodily Injury & Property Damage | \$500,000 Each Occurrence, Combined Single Limit |
| b) | Automobile Liability Coverages, Bodily Injury & Property Damage | \$100,000 Each Occurrence, Combined Single Limit |
| c) | Excess Liability, Umbrella Form | \$4,000,000 Each Occurrence, Combined Single Limit |

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

Subcontractor's Public Liability and Property Damage Insurance

The Construction Manager shall require each of their subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of their subcontractors in their policy, as specified above.

Owner's and Construction Manager's Protective Liability Insurance

The Construction Manager shall procure as a cost of the project and furnish an Owner's and Construction Manager's Protective Liability Insurance Policy with the following minimum limits:

- | | | |
|-----|-----------------------------------------------------|-------------------------------------------------|
| (a) | Bodily Injury Liability & Property Damage Liability | \$500,000 Each Occurrence Combined Single Limit |
|-----|-----------------------------------------------------|-------------------------------------------------|

"XCU" (Explosion, Collapse, Underground Damage)

The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

Broad Form Property Damage Coverage, Products & Completed Operations Coverages

The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

Contractual Liability Work Contracts

The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect

the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Contract.

Indemnification Rider

- (a) To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- (b) In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (c) The obligations of the Construction Manager under this section shall not extend to the liability of the Architect-Engineer, their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by the Architect-Engineer, their agents or employees providing such giving or failure to give is the primary cause of the injury or damage.
- (d) The Construction Manager hereby acknowledges receipt of one hundred dollars and other good and valuable consideration as part of its fee in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided herein. The limit of such indemnification shall be \$1,000,000.00 per occurrence.

Builder's Risk Coverage - The Construction Manager shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to final acceptance of the Project.

Certificate of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows: Certificate of Insurance form will be furnished to the Owner along with the Contract. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Owner. This Certificate shall be dated and show:

- (a) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (b) Statement that the Insurer will mail notice to the Owner and a copy to the Architect-Engineer at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy.
- (c) Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section.
- (d) Certificate of Insurance shall state that the Owner is listed as additional insured on all appropriate policies.
- (e) Copy of the endorsement or additional insured rider to the General Liability Policy.
- (f) License/Registration Number of authorized Resident Agent.

Waiver of Subrogation

The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided herein to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

If the policies of insurance referred to herein require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

8.) Article 9 Dispute Resolution

§ 9.2

The Owner and Construction Manager agree that jurisdiction and venue for any Claim not resolved to be held in Leon County Circuit Court, Tallahassee, Florida. Each party waives its right to a jury trial.

9.) Article 2 Construction Manager's Responsibilities

§ 2.1.1

The Construction Manager shall provide the preliminary evaluation to the Architect and Owner within 20

Calendar Days of the contract execution.

§ 2.1.2 Consultation

The Construction Manager will attend the Field Verification Visit by Spitz, Inc. with the Architect and the Engineer on December 14, 2015. The Construction Manager will attend weekly meetings with the Architect.

The Construction Manager will update the Project schedule before every weekly meeting.

§ 2.1.5 Preliminary Cost Estimates

The Construction Manager will provide updated preliminary cost estimates at the weekly meeting with the Architect.

§ 2.1.7 Subcontractors and Suppliers

The Construction Manager will provide an updated procurement schedule at the weekly meeting with the Architect.

The “materials that must be ordered well in advance of construction” are those materials that are lengthy in their preparation and fabrication which are incorporated into the construction in order for the construction to be completed in accordance with the Project Schedule.

The Parties agree that the Owner has directly purchased the manufacturing of the dome ceiling from Spitz, Inc. This contract will not be assigned to the Construction Manager, however, the Construction Manager will subcontract with Spitz, Inc. for \$54,233.00 for the installation of the dome ceiling pursuant to the terms and conditions contained in the contract between the Owner and Spitz, Inc.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§2.2.1

The Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner’s review and acceptance no later than 30 Calendar Days after the submittal of 100% completion Construction documents by the Architect to the Senate, or February 18, 2016, whichever is earlier.

§2.3 Construction Phase

§2.3.2.1

The Parties agree that the Construction Phase shall commence upon the execution of the final GMP Amendment by the Parties and the issuance of a written Notice to Proceed by the Owner, notwithstanding that some preconstruction services will include subcontractor bidding.

§2.3.2.7

The Construction Manager shall attend weekly meetings with the Architect.

10.) Article 4, Compensation and Payments for Preconstruction Phase Services

§4.1 Compensation

§4.1.3

To receive equitable adjustment, the Construction Manager must provide documents evidencing the time and costs justifying the expense charged to the Owner.

§4.2.2 Payments

The Parties agree to replace with “All payments to Construction Manager will be pursuant to Rules 2.15 and 2.151, Joint Policies and Procedures of the Florida Legislature (2014).”

11.) Article 7, Payments for Construction Phase Services

§7.1.3

The Parties agree that the Owner will pay in accordance with Rules 2.15 and 2.151, Joint Policies and Procedures of the Presiding Officers (2014).

Pursuant to Rule 2.42(6)(b), Joint Policies and Procedures of the Presiding Officers (2014), the Construction Manager will certify, by affidavit, that the work that has been satisfactorily completed, and that no legal encumbrances or other claims exist against the labor performed or materials used and submit such certification along with each Application for Payment.

§7.2.1

After the Architect issues the final Certificate of Payment, the Owner will pay the Final Payment to the Construction Manager in accordance with Rules 2.15 and 2.151, Joint Policies and Procedures of the Presiding Officers (2014).

12.) Project Schedule

The Parties agree to the following Project Schedule established by the Owner, with the acknowledgement that the Construction Manager is not responsible for design-related contractual elements contained therein:

Task	Duration	Completion Date
Design Development Documents	28 calendar days	December 7, 2015
Review & Approval by Senate	7 calendar days	December 14, 2015
100% completion Construction documents	35 calendar days	January 18, 2016
Review & Approval by Senate	7 calendar days	January 25, 2016
CD Permit Documents	21 calendar days	February 15, 2016
Start of on-site Construction*		March 16, 2016
Substantial Completion	215 calendar days	October 17, 2016
Final Completion	28 calendar days	November 14, 2016

* or two (2) calendar days following the adjournment sine die of the 2016 Regular Session of the Florida

Legislature, including any extensions thereto not exceeding seven (7) calendar days, whichever occurs later.

13.) Termination by the Owner for Convenience

The Parties agree that § 14.4 of the AIA A201-2007, General Conditions, will govern a termination by the Owner for convenience, and will also govern if the Construction Manager fails to provide the performance and payment bonds as stated above, except that the Owner shall not be obligated to pay the Construction Manager for the Construction Manager's Fee, including reasonable profit and overhead, on unexecuted Work. The Construction Manager shall still be entitled to receive payment for Work executed, and costs incurred by reason of such termination. Such payment shall be the Contractor's singular and sole remedy under the Agreement.

14.) Written Notice

All notices, including Claims, required under this Agreement shall be in writing and in accordance with §13.3 of AIA A201-2007, General Conditions, signed by the party giving same, and shall be deemed properly given only if hand delivered, sent by reputable overnight courier, registered or certified U.S. mail with return receipt requested, postage prepaid, or by email, with evidence of transmittal and addressed as follows:

Owner's Designated Representative:

Reynold Meyer
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, Florida 32399
Meyer.reynold@flsenate.gov

*If a legal notice, copy provided to:

George Levesque, General Counsel
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, Florida 32399
LEVESQUE.GEORGE@flsenate.gov

Architect:

John Nation
1382 Timberlane Rd., Ste c
Tallahassee, Florida 32312
ination@hicksnation.com

Construction Manager:

Scott Brewer

Allstate Construction, Inc.
5718 Tower Road
Tallahassee, Florida 32303
sbrewer@allstateconstruction.com

15.) Interest

The Parties agree that any and all payments will be made in accordance with Rules 2.15 and 2.151 of the Joint Policies and Procedures (2014) and that any interest, payable by the Owner will be paid as stated therein and not as contained in §13.6 of AIA A201-2007, General Conditions, as it pertains to payments by the Owner.

16.) Superintendent

The Construction Manager's Superintendent is Dean Rakestraw, as contained in its Proposal to the Request for Qualifications Proposal, and in accordance with §3.9 of AIA A201-2007, General Conditions.

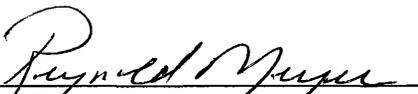
17.) Correction of Work after Substantial Completion

In accordance with §12.2.2.1 of AIA A201-2007, General Conditions, the Parties agree that a "reasonable time" as referred to in the last sentence therein is sixty (60) calendar days, unless otherwise agreed to by the Parties.

Execution by Parties:

Owner

The Florida Senate

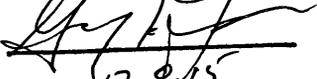

By: REYNOLD MEYER, Chief of Staff
Date: 8 DEC 2015

Construction Manager

Allstate Construction, Inc.


By: BILL KIELDON, PRESIDENT
Date: 12. 7-15

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY


Date 12-8-15



AIA[®]

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

The Florida Senate
Senate Chamber Renovations
Tallahassee, Florida

THE OWNER:

(Name, legal status and address)

The Florida Senate
Suite 409
The Capitol
404 South Monroe Street
Tallahassee, FL 32399

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Allstate Construction, Inc. a Florida Corporation
5718 Tower Road
Tallahassee, FL 32303

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price (AMENDMENT NO. 1)

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million, Thirty Thousand, One Hundred Twelve Dollars (\$ 3,030,112), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

Reference Attachment 1 - Itemized Statement of the GMP dated January 11, 2016.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: *(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

ADDITIONS AND DELETIONS:

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

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

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

N/A

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

(Table Deleted)

For allowances, reference Attachment 1 - Itemized Statement of the GMP dated January 11, 2016.

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Reference Attachment 2 - Clarifications dated January 11, 2016

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Reference Attachment 3 - List of Documents dated January 11, 2016.

Section	Title	Date	Pages

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Reference Attachment 3 - List of Documents dated January 11, 2016.

Number	Title	Date

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

N/A

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment: Reference Attachment 4 - Construction Schedule dated January 11, 2016.



OWNER (Signature)
 The Florida Senate



CONSTRUCTION MANAGER (Signature)
 Allstate Construction, Inc.



 (Printed name and title)

BILL WELDON, PRESIDENT

 (Printed name and title)

**APPROVED AS TO LEGAL
 FORM AND SUFFICIENCY**


Date 1-12-16

Phase	Sub Name	Description	Quantity	Total Cost/Unit	Total Amount
		GENERAL REQUIREMENTS			
01310.000		Project Management & Coordination			
	Dean Rakestraw	Superintendent - 5 days/week	34.64 week	2,384.00	82,582
	TBD	Assist Superintendent - 5 days/week - 3 months	12.99 week	2,086.00	27,097
	Walter Vidak	Sr. Project Manager - 5 days/week	34.64 week	3,725.00	129,034
	Walter Vidak	Sr. Project Manager - Start-Up & Close-Out	4.00 week	3,725.00	14,900
	Kelly Garrison	Operations Assistant - 3 days/week	20.78 week	1,311.20	27,247
	Kelly Garrison	Operations Assistant - Start-Up & Close-Out	4.00 week	1,311.20	5,245
	Scott Brewer	Director of Operations- 1 day/week	6.93 week	3,725.00	25,814
	Jason Marconnett	Safety - 1 day/mnth	1.59 week	2,235.00	3,554
	Carolyn Cotilla	Accounting - 1 day/mnth	1.59 week	1,490.00	2,369
		Project Management & Coordination			317,841
01310.200		Preconstruction Services			
		Preconstruction - Separate from GMP	- lsum	0.00	0
01311.000		Travel & Housing			
		Superintendent Vehicle	34.64 week	297.78	10,315
		Sr. Project Manager Vehicle	34.64 week	297.78	10,315
		Travel & Housing			20,630
01322.600		Copying & Reproduction			
		Drawings & Specs	25.00 set	161.25	4,031
		Submittals - E-Mail	- lsum	0.00	0
		Progress Reports - E-Mail	- lsum	0.00	0
		Copying & Reproduction			4,031
01323.000		Photographic Documentation			
		Construction Photographs - Not Req'd	- lsum	0.00	0
01350.000		Special Procedures			
		Background Checks	3.00 each	24.00	72
		Special Procedures			72
01410.000		Permits			
		Building Permit	- lsum	0.00	0
01510.000		Temporary Utilities			
		Temp Electricity Service - By Owner	- lsum	0.00	0
		Temp HVAC - By Owner	- lsum	0.00	0
		Cellular Telephone	9.00 mnth	200.00	1,800
		Fax Machine - Not Req'd	- lsum	0.00	0
		Temp Water Service - By Owner	- lsum	0.00	0
		Temporary Utilities			1,800
01523.000		Field Office			
		First Aid & Safety Supplies	9.00 mnth	32.25	290
		Field Office			290
01529.000		Sanitary Facilities			
		Temp Toilet - in Loading Area	9.00 mnth	107.50	968
		Sanitary Facilities			968
01540.000		Construction Aids			
	Sunbelt Rentals	Scaffolding	1.00 lsum	128,375.00	128,375
	Sunbelt Rentals	Scaffolding - Add Duration	42.00 day	408.89	17,173
	Sunbelt Rentals	Scaffolding - Gallery	1.00 lsum	5,832.00	5,832
		Scaffolding - Decking	1.00 lsum	23,680.00	23,680
		Scaffolding - Decking - Gallery	1.00 lsum	1,973.00	1,973
		Scaffolding - Supports at Rostrum	1.00 lsum	1,594.00	1,594
		Scaffolding - 4th Floor Access - Window	1.00 lsum	3,270.00	3,270
		Material Handling Equipment	1.00 lsum	10,817.72	10,818
		Construction Aids			192,715
01560.000		Temporary Barriers			
		Temp Floor & Wall Protection	18,260.00 sqft	0.50	9,201
		Temp Partitions	349.00 lnft	28.40	9,912
		Temp Elevator Protection - Not Req'd	- lsum	0.00	0
		Temp Stair Protection	1.00 lsum	537.50	538

Phase	Sub Name	Description	Quantity	Total Cost/Unit	Total Amount
		Temporary Barriers			19,651
01580.000		Project Identification			
		Project Sign - Not Req'd	- Isum	0.00	0
01710.000		Layout & Surveying			
		Survey - CL of Rostrum	1.00 trip	800.00	800
		Layout & Surveying			800
01732.900		Cutting & Patching			
		Patching & Preparation	40.00 crhr	102.84	4,114
		Cutting & Patching			4,114
01740.000		Cleaning			
		Clean Up & Safety - 5 days/week	34.64 week	800.00	27,712
		Trash Chutes - Not Included	- Isum	0.00	0
		Dumpster Pull Fee	17.76 each	403.13	7,160
		Progress Cleaning	24.00 crhr	20.00	480
		Final Cleaning	16.00 crhr	176.88	2,830
		Final Clean Glass	1.00 Isum	400.00	400
		Cleaning			38,582
01780.000		Closeout			
		As-Built Documents - Print	1.00 set	161.25	161
		As-Built Documents - PDF	1.00 set	161.25	161
		As-Built CAD Documents - NIC	- Isum	0.00	0
		Closeout			323
		GENERAL REQUIREMENTS			601,815
		EXISTING CONDITIONS			
02419.000	Great Southern	Selective Demolition			
		Selective Demolition	1.00 Isum	59,000.00	59,000
		Selective Demolition			59,000
		EXISTING CONDITIONS			59,000
		CONCRETE			
03310.000	Allstate Construct	Concrete			
		Concrete Stair Treads & Landings	1.00 Isum	2,119.00	2,119
		Concrete			2,119
		CONCRETE			2,119
		METALS			
05120.000	Metal Fabrications	Structural Steel Framing			
		Catwalks & Railings	1.00 Isum	20,600.00	20,600
		Structural Steel Framing			20,600
05510.000	Metal Fabrications	Steel Stairs			
		Steel Stairs & Railings	1.00 Isum	24,245.00	24,245
	Metal Fabrications	Steel Stairs & Railings - Rostrum	1.00 Isum	1,200.00	1,200
		Steel Stairs			25,445
05730.000		Glazed Metal Railings			
		Glass Railing - Div 08	- Isum	0.00	0
		METALS			46,045
		WOOD & PLASTICS			
06410.000		Architectural Woodwork			
	JD James	Architectural Woodwork	1.00 Isum	944,239.00	944,239
	JD James	Patch Foyer Paneling	1.00 Isum	10,400.00	10,400
	Allowance	Metal Bracing & Brackets	1.00 Isum	2,000.00	2,000
	Allowance	Wood Base - Press Gallery	173.00 Inft	6.50	1,125
	Allowance	Pending Elevations	3.50 Inft	350.00	1,225
		Expedite Samples - Shipping	1.00 Isum	600.00	600
		Architectural Woodwork			959,589
		WOOD & PLASTICS			959,589
		THERMAL & MOISTURE			

Phase	Sub Name	Description	Quantity	Total Cost/Unit	Total Amount
07212.900		Sprayed Insulation			
	GMP 2	Sprayed Insulation	- lsum	0.00	0
07810.000		Sprayed Fireproofing			
	GMP 2	Sprayed Fireproofing	lsum		
07840.000		Firestopping			
	GMP 2	Firestopping	- lsum	0.00	0
		OPENINGS			
08121.300		Hollow Metal Frames			
	GMP 2	HM Frames	- lsum	0.00	0
08141.600		Wood Doors			
		Wood Doors & Frames - Div 06	- lsum	0.00	0
08560.000		Special Windows			
	GMP 2	Light Medallion	- lsum	0.00	0
	GMP 2	Support Framing & Cables	- lsum	0.00	0
08710.000		Door Hardware			
	GMP 2	Door Hardware	- lsum	0.00	0
08810.000		Glass & Glazing			
	Miller Glass	Glass & Glazing	1.00 lsum	25,750.00	25,750
		Glass & Glazing			25,750
		OPENINGS			25,750
		FINISHES			
09290.000		Gypsum Board			
	Nelson Affiliates	Gypsum Board Assemblies	1.00 lsum	136,068.00	136,068
		Gallery Slot	181.00 lft	7.50	1,358
		Concealed Backing	14,209.00 sqft	0.97	13,709
	Allowance	Retrofit Existing Voids	1.00 lsum	2,000.00	2,000
		Gypsum Board			153,135
09510.000		Acoustical Ceilings			
	Acousti	Acoustical Ceiling & Wall Panels	1.00 lsum	49,997.00	49,997
		Acoustical Ceiling - Third Floor	7,054.00 sqft	2.25	15,839
		Acoustical Ceilings			65,836
09680.000		Carpeting			
	Link	Carpeting & Tiling	1.00 lsum	119,895.00	119,895
	Link	Custom Carpet Seal	1.00 lsum	2,300.00	2,300
		Carpeting			122,195
09910.000		Painting			
	GMP 2	Painting	- lsum	0.00	0
		FINISHES			341,166
		SPECIALTIES			
10140.000		Signage			
	GMP 2	Plaques - Senate Members' Desks	- lsum	0.00	0
	GMP 2	Remove & Store Existing Seal - NIC	- lsum	0.00	0
	GMP 2	Re-Install Existing Seal	- lsum	0.00	0
	GMP 2	Room Signs	- lsum	0.00	0
	GMP 2	"In God We Trust" Letters - Allowance	- lsum		
10281.313		Toilet Accessories			
	GMP 2	Toilet Accessories	- lsum	0.00	0
	GMP 2	PT & Soap Dispensers	- lsum	0.00	0
		EQUIPMENT			
11310.000		Residential Appliances			
	GMP 2	Remove & Re-Install Existing Appliances	- lsum	0.00	0
		FURNISHINGS			
12110.000		Murals			
	GMP 2	Remove Mural	- lsum	0.00	0
12350.000		Specialty Casework			
	GMP 2	Senate Members' Desks	- lsum	0.00	0

Phase	Sub Name	Description	Quantity	Total Cost/Unit	Total Amount
12610.000		Fixed Seating			
	KI Seating	Gallery Seating	219.00 seat	325.81	71,353
		Fixed Seating			71,353
		FURNISHINGS			71,353
		SPECIAL CONSTRUCTION			
13230.000		Fabricated Dome			
		Dome System - Design - NIC	- lsum	0.00	0
		Dome System - Material - NIC	- lsum	0.00	0
		Dome System - Delivery - NIC	- lsum	0.00	0
	Spitz	Dome System - Installation	1.00 lsum	51,220.00	51,220
		Dome System - Warehousing - Not Req'd	- lsum	0.00	0
		Dome System - Curved Boot Connections	24.00 each	300.00	7,200
		Fabricated Dome			58,420
		SPECIAL CONSTRUCTION			58,420
		CONVEYING EQUIPMENT			
14420.000		Wheelchair Lifts			
	GMP 2	Wheelchair Lifts	- lsum	0.00	0
		FIRE PROTECTION			
21130.000		Fire Sprinkler System			
	Dacar	Fire Sprinkler System	1.00 lsum	53,371.00	53,371
		Fire Sprinkler System			53,371
		FIRE PROTECTION			53,371
		PLUMBING			
22010.000		Plumbing			
	Pauls Plumbing	Plumbing	1.00 lsum	48,800.00	48,800
	Pauls Plumbing	Plumbing - Fixtures	1.00 lsum	8,958.00	8,958
	Pauls Plumbing	Connect Dishwasher & Ice Maker	1.00 lsum	400.00	400
	Allowance	Plumbing - Pending Design	1.00 fctr	3,000.00	3,000
		Dry Core Drill at Fourth Floor	14.00 each	150.00	2,100
		Plumbing			63,258
		PLUMBING			63,258
		HVAC			
23010.000		HVAC			
	GMP 2	HVAC	- lsum	0.00	0
	GMP 2	Remove & Store 31 Existing Diffusers	- crhr	0.00	0
23059.000		Testing, Adjusting & Balancing			
	GMP 2	Testing, Adjusting & Balancing	- lsum	0.00	0
	GMP 2	Manual Atrium Lift	- lsum	0.00	0
23090.000		HVAC Controls			
	Siemens	HVAC Controls	1.00 lsum	31,500.00	31,500
		HVAC Controls			31,500
		HVAC			31,500
		ELECTRICAL			
26010.000		Electrical			
	GMP 2	Electrical	- lsum	0.00	0
	Sesco Lighting	Light Fixtures & Controls	1.00 lsum	287,025.00	287,025
		Third Floor Ceilings - Existing Fixtures	- lsum	0.00	0
		Dry Core Drill at Fourth Floor	- lsum	0.00	0
		Electrical			287,025
27321.300		Telephone System			
		Telephone System - NIC	- lsum	0.00	0
27400.000		Audio-Video System			
	GMP 2	Audio-Video System	- lsum	0.00	0
	GMP 2	"Video Wall" behind Rostrum	- lsum	0.00	0
	GMP 2	Steerable Speaker Array	- lsum	0.00	0

Phase	Sub Name	Description	Quantity	Total Cost/Unit	Total Amount
27400.000		Audio-Video System			
		CATV System - NIC	- lsum	0.00	0
		Broadcast CCTV System - TFC - NIC	- lsum	0.00	0
	GMP 2	Electronic Voting System	- lsum	0.00	0
28100.000		Access Control & Alarm System			
		Relocate Card Reader Devices - NIC	- lsum	0.00	0
28230.000		Video Surveillance System			
		Surveillance CCTV System - NIC	- lsum	0.00	0
28310.000		Fire Alarm System			
	Siemens	Fire Alarm System	1.00 lsum	29,435.00	29,435
		Fire Alarm System			29,435
		ELECTRICAL			316,460

Estimate Totals

Description	Amount	Totals	Rate
Subtotal - Amendment 1	2,629,845	2,629,845	
Gen Liability - Div 1	2,730		0.705 %
Gen Liability - Subcontracts	2,865		0.143 %
Gen Liability - Div 2-33			11.269 %
Bldrs Risk Insurance	12,363		0.408 %
P&P Bond	23,783		
Contingency	187,011		7.000 %
CM Fee	171,516		6.000 %
Total - Amendment 1		3,030,112	

ATTACHMENT 2 - CLARIFICATIONS

January 11, 2016

Revised January 12, 2016

GMP Amendment No. 1

Demolition

1. Mementos, loose furniture, and related IT equipment is removed by the Senate prior to commencement of construction. Mementos include, but are not limited to, name plates, chairs and portraits.
2. CM will remove the member desks, salvage appropriate equipment, and store the desks until Final Completion in their current condition.
 - Removal and reinstallation of the current sound system, voting displays, and related components from the Chamber and the member desks is included.
 - Equipment and desk salvage, storage and reinstallation will be included in GMP Amendment No. 2.
3. Existing wood gallery cap remains (per A-6.7, versus A-1.2).

Steel

4. Structural engineer-of-record to "field verify" existing framing (A-6.2) (pending 100% Construction Documents).

Architectural Woodwork

5. Architectural woodwork is constructed, finished and installed in accordance with AWI premium grade (pending 100% Construction Documents).
6. Wood is Lyptus instead of Walnut (A-3.4, A-5.1, A-6.7, A-6.10).
 - For a lighter color, consider Maple with Cherry stain.
7. Cost basis of solid surfacing is Corian Fossil (pending 100% Construction Documents).
8. New wood trim at storefront behind galleries will cover existing removable glass stops (A-1.2).
9. Allowances (labor and material) are included for the following (pending 100% Construction Documents):
 - Metal bracing and brackets (A-3.4, A-4.1, A-6.3, A-6.4, A-6.10).
 - Wood base at Press Gallery 501 (A-6.10) instead of carpet base (A-4.1).
 - Cabinets in Chief of Staff office (A-2.1).
10. Regarding patching of existing paneling on Rotunda-side of Chamber wall (A-3.1), "if you look for it, you will find it."
 - Removal, replacement and re-finishing of paneling from corner-to-corner is not included.

Glass

11. Portion of new glass railing aluminum receptor channel is exposed above the wood cap (1/A-6.7, 2/A-6.7).
 - Aluminum receptor channel may be omitted. Signed-and-sealed submittals from vendor are only available if the receptor is included.

Gypsum Board

12. Gypsum board work is in accordance with GA-216 – Application & Finishing of Gypsum Board.
13. Level 5 finish is included.
14. Void closure allowance (labor and material) is included pending demolition work (General Note-5/A-2.1).

Tiling

15. Cost basis of floor tile is 12"x12" Dal-Tile Brixton Bone (pending 100% Construction Documents).
 - TCNA thin-set installation.
16. Cost basis of wall tile is 9"x12" Dal-Tile Brixton Bone with 3"x12" bullnose (pending 100% Construction Documents).
 - TCNA thin-set installation.

Acoustical Ceilings

17. Cost basis of acoustical ceilings is Armstrong Cirrus, beveled Tegular edge, and 9/16" suspension system (pending 100% Construction Documents).

Flooring

18. Cost basis of carpet is custom by Mowhawk shown on attached photograph (Hicks-Nation 12-04-15) (pending 100% Construction Documents).

Acoustical Wall Panels

19. Cost basis of acoustical wall panels is Armstrong Sound Soak 85, FR-701 (pending 100% Construction Documents).

Furnishings

20. Gallery seating by KI is included (spec 12500).

Dome

21. Spitz dome (contract with Senate) includes 32 each longitudinal ribs instead of 30 each.
22. There are 32 support points to match existing structural nodes instead of 30 support points.
 - Dome support chains connect to these existing structural nodes.
 - Supplementary support framing is not included (pending 100% Construction Documents).
23. Spitz's contract with the Florida Senate is not included.

Fire Sprinkler

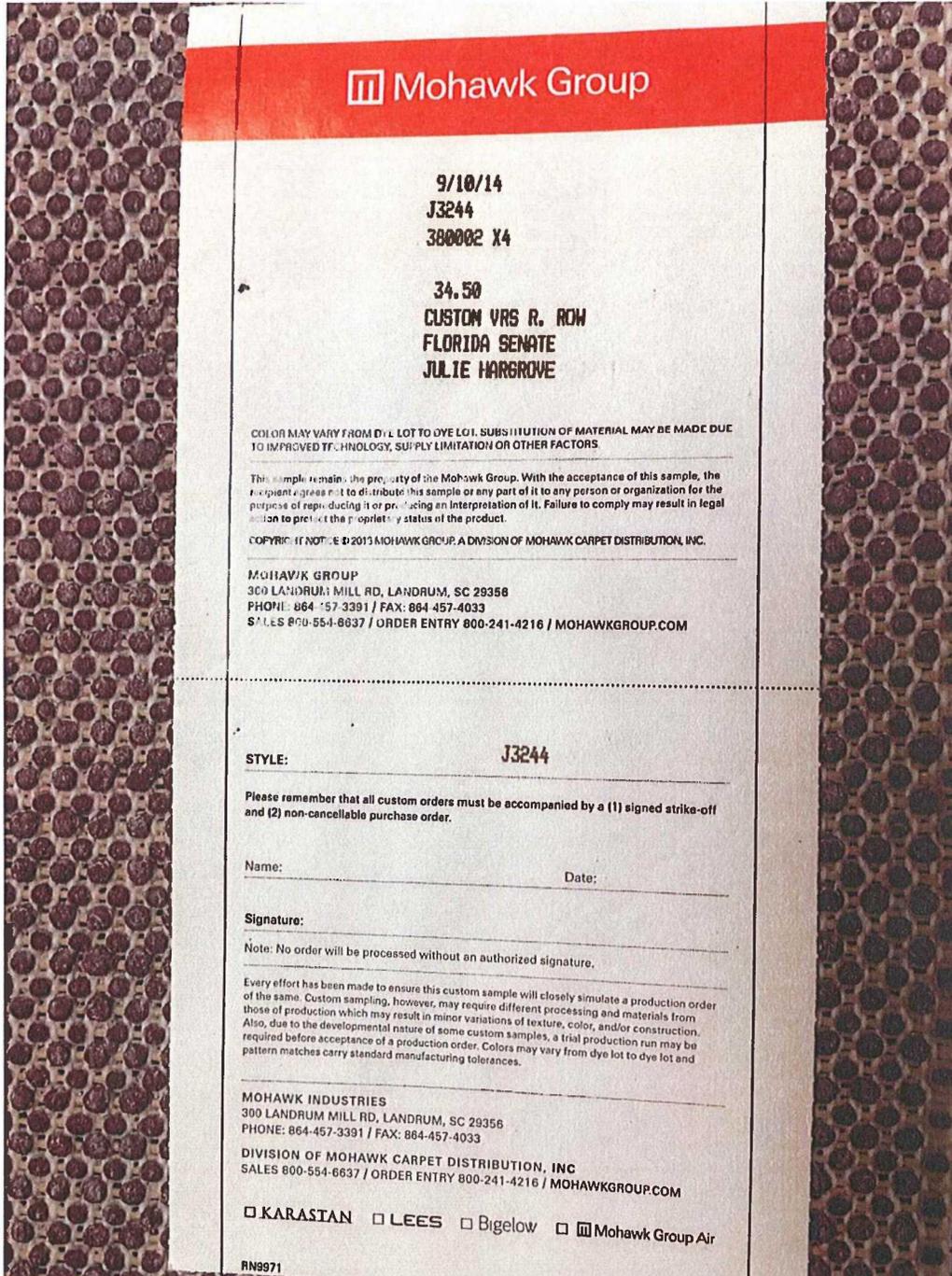
24. Commercial grade, flexible head fire sprinkler connections are included at the dome (pending 100% Construction Documents).
 - These comply with NFPA-13.
 - Flexible heads are needed since existing "hard-piped" fire sprinklers will not align with Spitz dome framing.

Electrical

25. Cost basis of light fixtures are per SESCO Lighting submittal dated 12-21-15, 50 pages (pending 100% Construction Documents).

Photo Attachments:

- Related to item #17 above, below is a photo of the reverse side of carpet sample with manufacturer's product information:



ATTACHMENT 3 – LIST OF DOCUMENTS

January 11, 2016

1. Drawings dated, and received by Allstate Construction, on December 7, 2015.

Sheet	Title	Date
G1.1	Coversheet	12-07-2015
G1.2	Index to Drawings, Building Design Summary	12-07-2015
LS1.1	Fourth Floor Life Safety Plan	12-07-2015
LS1.2	Fifth Floor Life Safety Plan	12-07-2015
A1.1	Partial Fourth Floor Demolition Plan	12-07-2015
A1.2	Partial Fifth Floor Demolition Plan	12-07-2015
A1.3	Chamber Demolition Section	12-07-2015
A1.4	Chamber Demolition Section	12-07-2015
A2.1	Partial Fourth Floor Plan	12-07-2015
A2.2	Partial Fifth Floor Plan	12-07-2015
A2.3	Lower Chamber Reflected Ceiling Plan	12-07-2015
A2.4	Chamber Reflected Ceiling Plan	12-07-2015
A2.5	Fifth Floor Reflected Ceiling Plan	12-07-2015
A3.1	Enlarged Chamber Plan	12-07-2015
A3.1a	Enlarged Chamber Plan	12-07-2015
A3.2	Enlarged Rostrum Wall Plan	12-07-2015
A3.3	Enlarged Member Desk Plan Elevations	12-07-2015
A3.4	Enlarged Rules and Secretary Desk Plan, Elevations and Sections	12-07-2015
A4.1	Room Finish Schedule, Enlarged Plan and Interior Elevations	12-07-2015
A4.2	Door Schedule, Elevations and Details	12-07-2015
A4.3	Room Finish Schedule, Enlarged Toilet Plan and Interior Elevation	12-07-2015
A5.1	Chamber Building Section – West Elevation	12-07-2015
A5.2	Chamber Building Section – South Elevation	12-07-2015
A5.3	Chamber Building Section – North Elevation	12-07-2015
A5.4	Enlarged Rostrum Section	12-07-2015
A5.5	Enlarged Rear Rostrum, Wall Sections Elevation	12-07-2015
A5.6	4 th Floor Wall Sections and Details	12-07-2015
A5.7	Chamber Wall Sections	12-07-2015
A6.1	Chamber Dome, Cove Sections and Detail	12-07-2015
A6.2	Catwalk Plan and Dome Details	12-07-2015
A6.3	President's Rostrum Details	12-07-2015
A6.4	Secretary's Rostrum Details	12-07-2015
A6.5	Pilaster and Column Moulding Details, Plans and Elevations	12-07-2015
A6.6	Column Moulding Details	12-07-2015
A6.7	Column Moulding Details	12-07-2015

A6.8	Handrail Details 5 th Floor	12-07-2015
A6.9	Press Room Section and Elevations	12-07-2015
A6.10	Press Room Sections	12-07-2015
M0.1	Mechanical Schedule, Notes and Legend	12-07-2015
M1.1	Fourth Floor Plan – HVAC Demolition	12-07-2015
M1.2	Fifth Floor Plan – HVAC Demolition	12-07-2015
M2.1	Fourth Floor Plan – HVAC New Work	12-07-2015
M2.2	Fifth Floor Plan – HVAC New Work	12-07-2015
M3.1	HVAC Details – Sheet 1	12-07-2015
M3.2	HVAC Details – Sheet 2	12-07-2015
P1.0	Plumbing	12-07-2015
FP0.1	Fire Protection Notes, Details & Legend	12-07-2015
FP1.1	Fourth Floor Plan – Fire Protection Demolition	12-07-2015
FP1.2	Fifth Floor Plan – Fire Protection Demolition	12-07-2015
FP2.1	Fourth Floor Plan – Fire Protection New Work	12-07-2015
FP2.2	Fifth Floor Plan – Fire Protection New Work	12-07-2015
E1.0	Electrical Symbols	12-07-2015
E1.1	Electrical Symbols	12-07-2015
E1.2	Electrical Notes	12-07-2015
E2.0	Electrical Demolition Fourth Floor	12-07-2015
E2.1	Electrical Demolition Fifth Floor	12-07-2015
E2.2	Electrical Demolition Dome	12-07-2015
E3.0	Electrical Lighting Plan Fourth Floor	12-07-2015
E3.1	Electrical Lighting Plan Fifth Floor	12-07-2015
E3.2	Electrical Lighting Plan Dome	12-07-2015
E4.0	Electrical Power and Signals Plan Fourth Floor	12-07-2015
E4.1	Electrical Power and Signals Plan Fifth Floor	12-07-2015
E4.2	Electrical Power and Signals Plan Dome	12-07-2015

2. Drawings dated December 7, 2015, received by Allstate Construction on December 19, 2015, and regarding architectural woodwork only:

A3.1a	Enlarged Chamber Plan	12-07-2015
A5.2	Chamber Building Section – South Elevation	12-07-2015

- Other drawings received are not included pending development of 100% construction documents.

3. Specification received December 24, 2015.

12500	Fixed Seating	12-24-2015
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ATTACHMENT 4 – CONSTRUCTION SCHEDULE

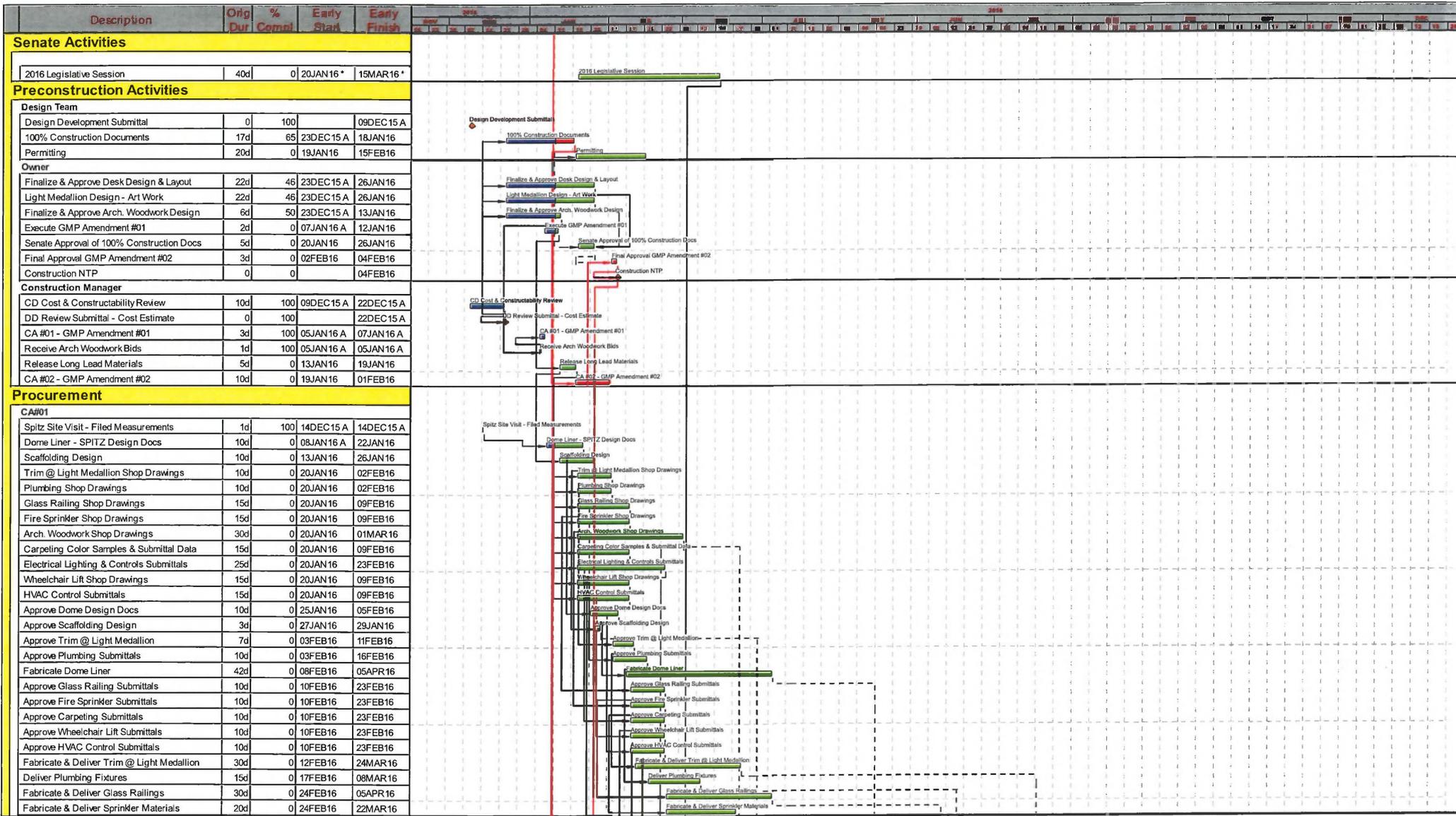
January 11, 2016

The Parties agree to the following modifications to the Project Schedule from the Special and Superseding Conditions, dated, December 8, 2015, with said modifications denoted in bold font below:

Task	Duration	Completion Date
Start of on-site Construction*		March 16, 2016
Substantial Completion	230 calendar days	November 1, 2016
Final Completion	59 calendar days	December 30, 2016

* or two (2) calendar days following the adjournment sine die of the 2016 Regular Session of the Florida Legislature, including any extensions thereto not exceeding seven (7) calendar days, whichever occurs later.

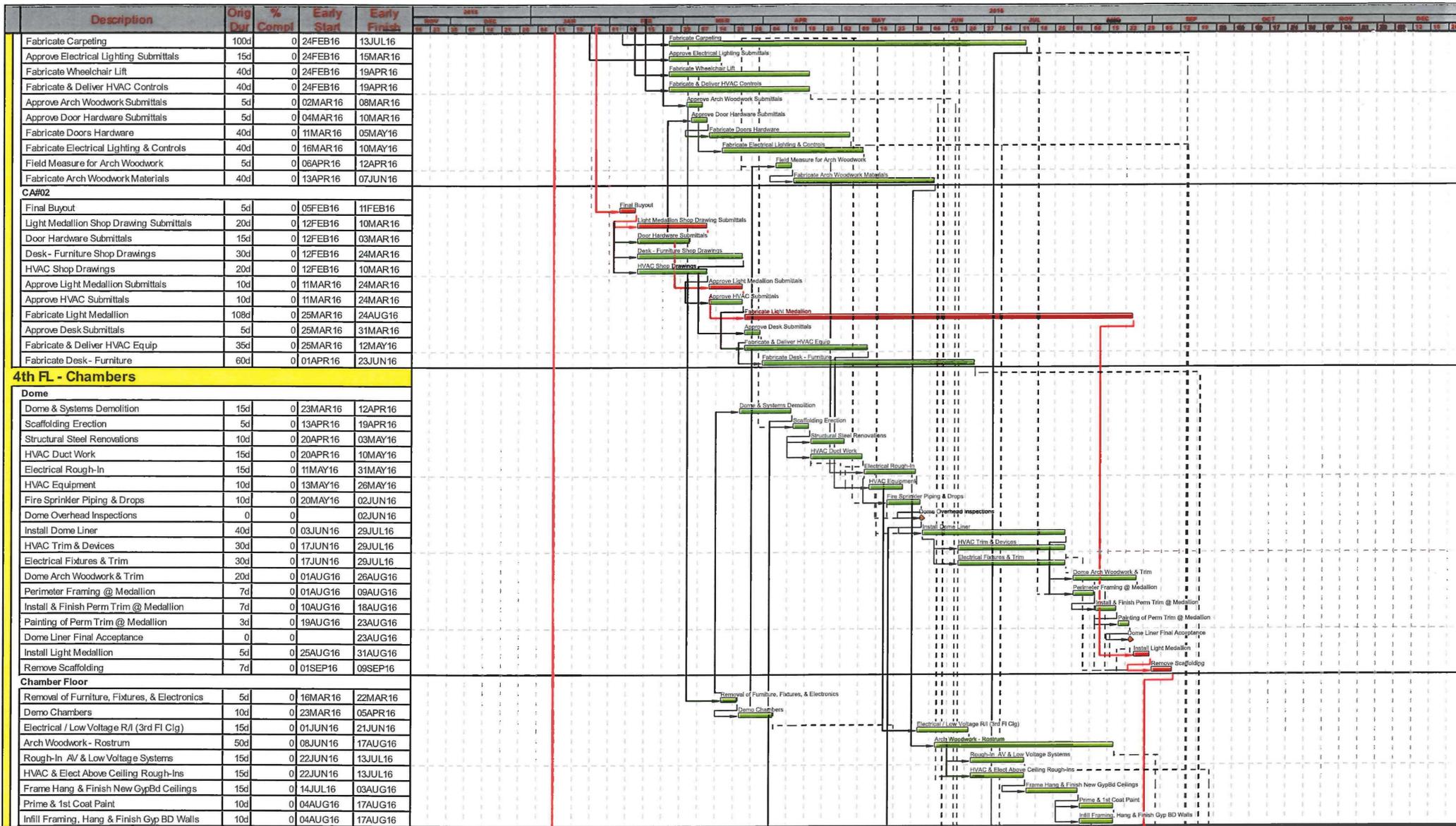
Reference attached Construction Schedule for the Work dated January 11, 2016 (5 pages).



Start date	23NOV15
Finish date	30DEC16
Data date	10JAN16
Run date	11JAN16
Page number	1A
© Primavera Systems, Inc.	

**Florida Senate Chamber Renovations
Attachment - 4 GMP Amendment No. 1
Contractor's Construction Schedule for the Work**

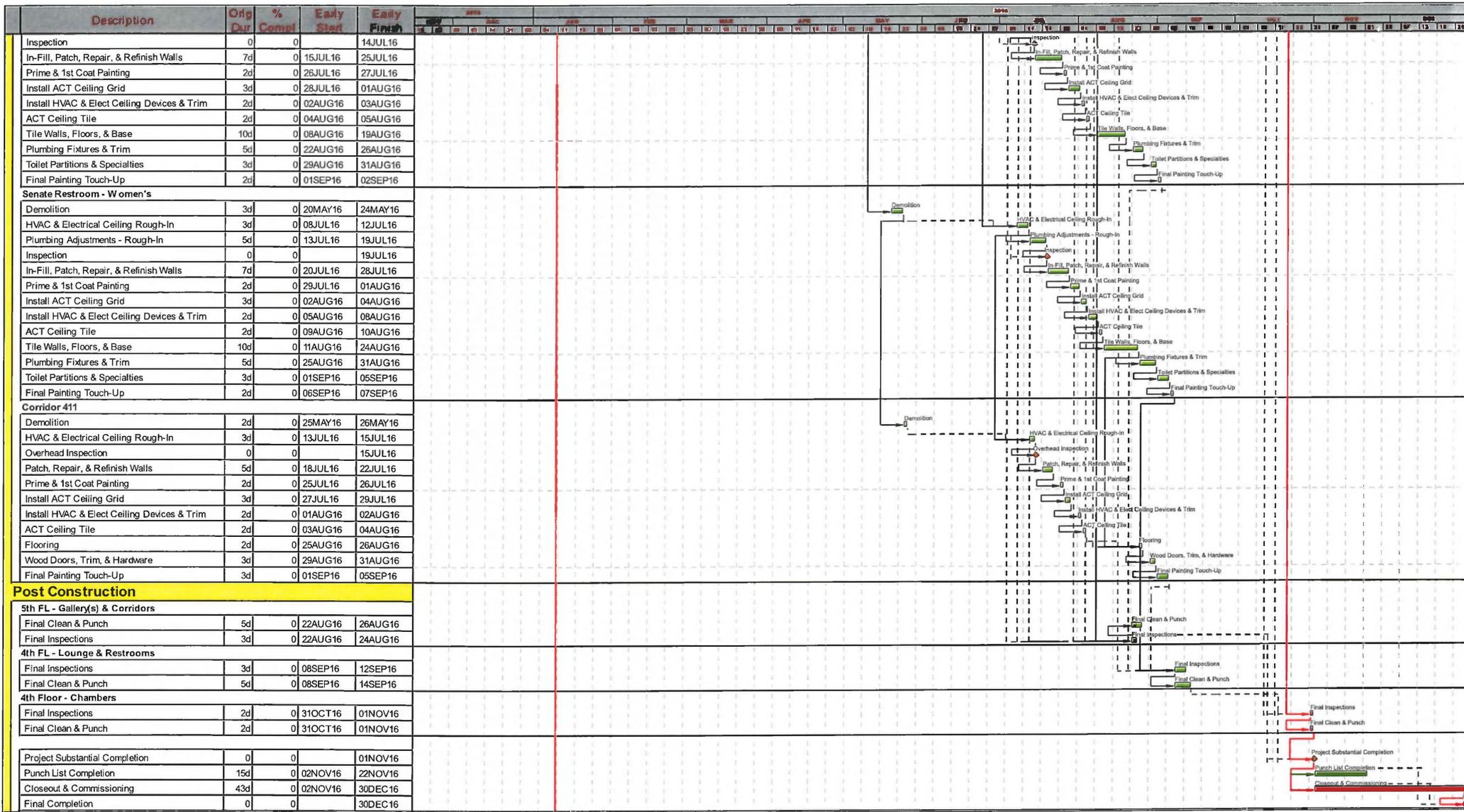
- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point



Start date 23NOV15
 Finish date 30DEC16
 Data date 10JAN16
 Run date 11JAN16
 Page number 2A
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**Florida Senate Chamber Renovations
 Attachment - 4 GMP Amendment No. 1
 Contractor's Construction Schedule for the Work**

- █ Early bar
- █ Progress bar
- █ Critical bar
- █ Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point



Description	Orig Dur	% Compl	Early Start	Early Finish
Inspection	0	0	14JUL16	14JUL16
In-Fill, Patch, Repair, & Refinish Walls	7d	0	15JUL16	25JUL16
Prime & 1st Coat Painting	2d	0	26JUL16	27JUL16
Install ACT Ceiling Grid	3d	0	28JUL16	01AUG16
Install HVAC & Elect Ceiling Devices & Trim	2d	0	02AUG16	03AUG16
ACT Ceiling Tile	2d	0	04AUG16	05AUG16
Tile Walls, Floors, & Base	10d	0	08AUG16	19AUG16
Plumbing Fixtures & Trim	5d	0	22AUG16	26AUG16
Toilet Partitions & Specialties	3d	0	29AUG16	31AUG16
Final Painting Touch-Up	2d	0	01SEP16	02SEP16
Senate Restroom - Women's				
Demolition	3d	0	20MAY16	24MAY16
HVAC & Electrical Ceiling Rough-In	3d	0	08JUL16	12JUL16
Plumbing Adjustments - Rough-In	5d	0	13JUL16	19JUL16
Inspection	0	0	19JUL16	19JUL16
In-Fill, Patch, Repair, & Refinish Walls	7d	0	20JUL16	28JUL16
Prime & 1st Coat Painting	2d	0	29JUL16	01AUG16
Install ACT Ceiling Grid	3d	0	02AUG16	04AUG16
Install HVAC & Elect Ceiling Devices & Trim	2d	0	05AUG16	06AUG16
ACT Ceiling Tile	2d	0	09AUG16	10AUG16
Tile Walls, Floors, & Base	10d	0	11AUG16	24AUG16
Plumbing Fixtures & Trim	5d	0	25AUG16	31AUG16
Toilet Partitions & Specialties	3d	0	01SEP16	05SEP16
Final Painting Touch-Up	2d	0	06SEP16	07SEP16
Corridor 411				
Demolition	2d	0	25MAY16	26MAY16
HVAC & Electrical Ceiling Rough-In	3d	0	13JUL16	15JUL16
Overhead Inspection	0	0	15JUL16	15JUL16
Patch, Repair, & Refinish Walls	5d	0	18JUL16	22JUL16
Prime & 1st Coat Painting	2d	0	25JUL16	26JUL16
Install ACT Ceiling Grid	3d	0	27JUL16	29JUL16
Install HVAC & Elect Ceiling Devices & Trim	2d	0	01AUG16	02AUG16
ACT Ceiling Tile	2d	0	03AUG16	04AUG16
Flooring	2d	0	25AUG16	26AUG16
Wood Doors, Trim, & Hardware	3d	0	29AUG16	31AUG16
Final Painting Touch-Up	3d	0	01SEP16	05SEP16
Post Construction				
5th FL - Gallery(s) & Corridors				
Final Clean & Punch	5d	0	22AUG16	26AUG16
Final Inspections	3d	0	22AUG16	24AUG16
4th FL - Lounge & Restrooms				
Final Inspections	3d	0	08SEP16	12SEP16
Final Clean & Punch	5d	0	08SEP16	14SEP16
4th Floor - Chambers				
Final Inspections	2d	0	31OCT16	01NOV16
Final Clean & Punch	2d	0	31OCT16	01NOV16
Project Substantial Completion	0	0	01NOV16	01NOV16
Punch List Completion	15d	0	02NOV16	22NOV16
Closeout & Commissioning	43d	0	02NOV16	30DEC16
Final Completion	0	0	30DEC16	30DEC16

Start date 23NOV15
 Finish date 30DEC16
 Data date 10JAN16
 Run date 11JAN16
 Page number 5A
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**Florida Senate Chamber Renovations
 Attachment - 4 GMP Amendment No. 1
 Contractor's Construction Schedule for the Work**

- Early bar
- Progress bar
- Critical bar
- Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point



Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

The Florida Senate
Senate Chamber Renovations
Tallahassee, Florida

THE OWNER:

(Name, legal status and address)

The Florida Senate
Suite 409
The Capitol
404 South Monroe Street
Tallahassee, FL 32399

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Allstate Construction, Inc. a Florida Corporation
5718 Tower Road
Tallahassee, FL 32303

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price (AMENDMENT NO. 2)

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million, Five Hundred Seventy-Eight Thousand, Five Hundred Twenty-Six dollars (\$ 1,578,526), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

Reference Attachment 1 - Itemized Statement of the GMP dated February 5, 2016.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: *(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

ADDITIONS AND DELETIONS:

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

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

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

Init.

N/A

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

t Price (\$0.00)

For allowances, reference Attachment 1 - Itemized Statement of the GMP dated February 5, 2016.

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Reference Attachment 2 - Clarifications dated February 5, 2016.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Reference Attachment 3 - List of Documents dated February 5, 2016.

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Reference Attachment 3 - List of Documents dated February 5, 2016.

Number	Title	Date
--------	-------	------

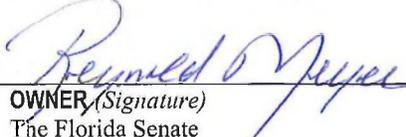
§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

N/A

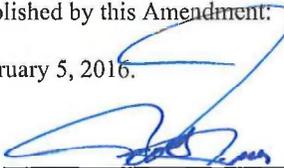
ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

Reference Attachment 4 - Construction Schedule dated February 5, 2016.



 OWNER (Signature)
 The Florida Senate



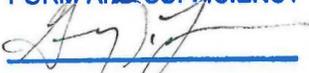
 CONSTRUCTION MANAGER (Signature)
 Allstate Construction, Inc.



 (Printed name and title)



 (Printed name and title)

**APPROVED AS TO LEGAL
 FORM AND SUFFICIENCY**


 Date 2-5-16

Work Area	Group	Phase	Sub Name	Description	Quantity	Total Cost/Unit	Total Amount
GMP 2							
	01000.000			GENERAL REQUIREMENTS			
		01540.000		<i>Construction Aids</i>			
				Scaffolding - 4th Floor Access - Window - Deduct (in glass)	-1.00 Isum	3,270.00	(3,270)
				Material Handling Equipment - Additional Month	1.00 Isum	1,827.50	1,828
				Scaffolding Engineering	1.00 Isum	3,500.00	3,500
				<i>Construction Aids</i>			2,058
				GENERAL REQUIREMENTS			2,058
	02000.000			EXISTING CONDITIONS			
		02419.000		<i>Selective Demolition</i>			
			Great Southern	Selective Demolition - Design Changes	1.00 Isum	4,200.00	4,200
			Allstate Construct	Handling, Temp Storage, Disposal of Member Desks	1.00 Isum	5,000.00	5,000
				<i>Selective Demolition</i>			9,200
				EXISTING CONDITIONS			9,200
	05000.000			METALS			
		05120.000		<i>Structural Steel Framing</i>			
			Metal Fabrications	Design Changes: Connection Points for Spitz Dome	32.00 each	256.25	8,200
			Metal Fabrications	Design Changes: Light Medallion Support	1.00 Isum	26,700.00	26,700
				<i>Structural Steel Framing</i>			34,900
				METALS			34,900
	06000.000			WOOD & PLASTICS			
		06105.000		<i>Rough Carpentry</i>			
				Rough Carpentry - Gallery Stairs	1.00 Isum	10,000.00	10,000
				<i>Rough Carpentry</i>			10,000
		06410.000		<i>Architectural Woodwork</i>			
			JD James	Architectural Woodwork - Design Changes	1.00 Isum	102,864.00	102,864
				"In God We Trust" Letters - See signage	- each		
			Allowance	Pending Elevations - Omit (now designed)	-3.50 Inft	350.00	(1,225)
				<i>Architectural Woodwork</i>			101,639
				WOOD & PLASTICS			111,639
	07000.000			THERMAL & MOISTURE			
		07212.900		<i>Sprayed Insulation</i>			
			Allweather	Sprayed Insulation	1.00 Isum	10,000.00	10,000
				<i>Sprayed Insulation</i>			10,000
		07810.000		<i>Sprayed Fireproofing</i>			
			Allowance	Sprayed Fireproofing	32.00 pnt	156.25	5,000
				<i>Sprayed Fireproofing</i>			5,000
		07840.000		<i>Firestopping</i>			
			Nelson Affiliates	Firestopping	1.00 Isum	8,420.00	8,420
				<i>Firestopping</i>			8,420
				THERMAL & MOISTURE			23,420
	08000.000			OPENINGS			
		08141.600		<i>Wood Doors</i>			
				Wood Doors & Frames - Div 06	- Isum	0.00	0
		08560.000		<i>Special Windows</i>			
			Statesville Stained	Light Medallion	1.00 Isum	62,296.25	62,296
				<i>Special Windows</i>			62,296
		08710.000		<i>Door Hardware</i>			
			Moore Doors	Door Hardware	1.00 Isum	15,835.00	15,835
				<i>Door Hardware</i>			15,835
		08810.000		<i>Glass & Glazing</i>			
			Miller Glass	Glass & Glazing - Design Changes	1.00 Isum	13,815.00	13,815
				<i>Glass & Glazing</i>			13,815
				OPENINGS			91,946
	09000.000			FINISHES			
		09290.000		<i>Gypsum Board</i>			
			Nelson Affiliates	Gypsum Board Assemblies - Design Changes	1.00 Isum	3,000.00	3,000
				<i>Gypsum Board</i>			3,000
		09510.000		<i>Acoustical Ceilings</i>			
			Acousti	Acoustical Ceiling & Wall Panels - Design Changes	1.00 Isum	3,788.00	3,788
				<i>Acoustical Ceilings</i>			3,788
		09680.000		<i>Carpeting</i>			
			Link	Carpeting & Tiling - Design Changes	-1.00 Isum	8,640.00	(8,640)
				<i>Carpeting</i>			(8,640)
		09910.000		<i>Painting</i>			
			General Lee's	Painting	1.00 Isum	25,675.00	25,675
				<i>Painting</i>			25,675
				FINISHES			23,823
	10000.000			SPECIALTIES			
		10140.000		<i>Signage</i>			
			Cornerstone	Plaques - Senate Members' Desks	40.00 each	316.68	12,667
				Remove & Store Existing Seal - NIC	- Isum	0.00	0
				Install New Seal (furnished by others)	1.00 each	1,129.00	1,129
			Allowance	Room Signs - Design Pending	15.00 each	199.99	3,000
			Cornerstone	Bronze "In God We Trust" Letters & Plaque	1.00 Isum	4,188.73	4,189
				<i>Signage</i>			20,985
		10281.313		<i>Toilet Accessories</i>			

Work Area	Group	Phase	Sub Name	Description	Quantity	Total Cost/Unit	Total Amount
		10281.313		Toilet Accessories			
			Cornerstone	Toilet Accessories	1.00	4,165.38	4,165
				Toilet Accessories			4,165
				SPECIALTIES			25,150
	11000.000			EQUIPMENT			
		11310.000		Residential Appliances			
				Remove & Re-Install Existing Appliances	16.00	89.40	1,430
				Residential Appliances			1,430
				EQUIPMENT			1,430
	12000.000			FURNISHINGS			
		12110.000		Murals			
			Allowance	Remove Mural - Allowance	1.00	5,000.00	5,000
				Murals			5,000
		12350.000		Specialty Casework			
			JD James	Senate Members' Desks	40.00	5,585.65	223,426
				Specialty Casework			223,426
		12510.000		Furniture			
			Allowance	Charis at Senate Members' Desk & Rostrum	44.00	1,601.91	70,484
				Furniture			70,484
		12610.000		Fixed Seating			
			Newton Seating	Gallery Seating - Low Bidder	-1.00	17,470.00	(17,470)
			Newton Seating	Gallery Seating - Design Changes	-		(17,470)
				Fixed Seating			(17,470)
				FURNISHINGS			281,440
	13000.000			SPECIAL CONSTRUCTION			
		13230.000		Fabricated Dome			
			Allowance	Curved Acoustic Speaker Grilles	6.00	300.00	1,800
				Fabricated Dome			1,800
				SPECIAL CONSTRUCTION			1,800
	14000.000			CONVEYING EQUIPMENT			
		14420.000		Wheelchair Lifts			
			Custom Lifts Inc	Wheelchair Lift	1.00	16,510.00	16,510
				Wheelchair Lifts			16,510
				CONVEYING EQUIPMENT			16,510
	21000.000			FIRE PROTECTION			
		21130.000		Fire Sprinkler System			
			Dacar	Fire Sprinkler System - Design Changes	1.00	7,892.00	7,892
				Fire Sprinkler System			7,892
				FIRE PROTECTION			7,892
	22000.000			PLUMBING			
		22010.000		Plumbing			
			Pauls Plumbing	Plumbing - Fixtures by Others (deduct)	-1.00	8,958.00	(8,958)
			Allowance	Plumbing - Omit Allowance	-1.00	3,000.00	(3,000)
			Pauls Plumbing	Plumbing - Design Changes	1.00	44,460.00	44,460
				Plumbing			32,502
				PLUMBING			32,502
	23000.000			HVAC			
		23010.000		HVAC			
			Bensons	HVAC	1.00	216,749.00	216,749
				HVAC			216,749
		23059.000		Testing, Adjusting & Balancing			
			Bensons	Testing, Adjusting & Balancing - included in HVAC	-	0.00	0
				Manual Atrium Lift	1.00	2,362.00	2,362
				Testing, Adjusting & Balancing			2,362
		23090.000		HVAC Controls			
			Siemens	HVAC Controls - Design Changes	1.00	16,000.00	16,000
				HVAC Controls			16,000
				HVAC			235,111
	26000.000			ELECTRICAL			
		26010.000		Electrical			
			Aibritton	Electrical	1.00	118,651.00	118,651
			Aibritton	Design Changes	1.00	6,830.00	6,830
				Third Floor Ceilings - Existing Fixtures	16.00	150.00	2,400
				Dry Core Drill at Fourth Floor	40.00	150.00	6,000
				Electrical			133,881
		27321.300		Phone / Data			
			Data Set Ready	Phone/Data/Voting Cabling - As Designed	1.00	42,855.00	42,855
			Data Set Ready	Phone/Data/Voting Cabling - Additional (Recommendations)	1.00	3,549.00	3,549
			Data Set Ready	Phone Handsets - Members' Desks - Included Above	-		
				Phone / Data			46,404
		27400.000		Audio-Video System			
			Music Masters	Audio-Video System	1.00	71,512.23	71,512
			Music Masters	"Video Wall" at Rostrum Wall - NIC	-		
			Music Masters	Steerable Speaker Array	1.00	33,379.00	33,379
			Music Masters	Senate Chamber Room Microphones	1.00	2,694.26	2,694
			Music Masters	ADA Certified Hearing Loop	1.00	17,885.00	17,885
				CATV Mounts & Displays - NIC	-		

Work Area	Group	Phase	Sub Name	Description	Quantity	Total Cost/Unit	Total Amount
		27400.000		Audio-Video System			
				CATV Cabling - Allowance	15.00 drop	500.00	7,500
				Broadcast CCTV System (Cameras & Equipment) - NIC	- Isum		
				Broadcast CCTV Cabling	7.00 drop	500.00	3,500
			IRC	Electronic Voting System Work	1.00 Isum	148,090.00	148,090
				Audio-Video System			284,560
		28100.000		Access Control & Alarm System			
				Access Control Devices & Cabling	3.00 each	3,500.00	10,500
				Access Control & Alarm System			10,500
		28230.000		Video Surveillance System			
				Surveillance CCTV System - NIC	- Isum	0.00	0
			Allowance	Surveillance CCTV Cabling - Allowance	10.00 drop	500.00	5,000
				Video Surveillance System			5,000
		28310.000		Fire Alarm System			
			Siemens	Fire Alarm System - Design Changes	-1.00 Isum	1,179.00	(1,179)
				Fire Alarm System			(1,179)
				ELECTRICAL			479,166
				GMP 2			1,377,988

Partial Totals

Description	Amount	Totals	Rate
Gen Liability - Div 1	2		0.705 %
Gen Liability - Subcontracts	1,953		0.143 %
Gen Liability - Div 2-33	108		11.269 %
Bldrs Risk Insurance	6,440		0.408 %
P&P Bond	12,707		
Contingency	97,944		7.000 %
CM Fee - 6%	38,484		
CM Fee - 5%	42,900		
Total - Amendment 2		1,578,526	

ATTACHMENT 2 - CLARIFICATIONS

February 5, 2016

These clarifications supersede previously-issued clarifications dated January 12, 2016.

General

1. The Parties intend that the final, total GMP amount is the sum of GMP Amendment No. 1 in the amount of \$3,030,112 and GMP Amendment No. 2 in the amount of \$1,578,526 for a total, final GMP amount of \$4,608,638.
2. Preconstruction fee is separate from the Guaranteed Maximum Price.
3. The CM will secure any and all permits and manage the permitting process to the appropriate governmental entities, including the State Fire Marshall and the Department of Management Services. The Owner will be responsible for paying all fees or charges incurred by the permitting process and owing to the Department of Management Services and the Department of Financial Services.
4. Survey, testing and abatement of asbestos, lead, mercury, PCB, mold and other hazardous or toxic materials are not included (10.3/AIA A-201) (pending 100% Construction Documents).
 - Splined ceiling at third floor underneath new fourth floor plumbing and electrical may need to be checked.
 - Existing duct sealants and mastics may need to be checked.

Demolition

5. Mementos, loose furniture, and related IT equipment is removed by the Senate prior to commencement of construction. Mementos include, but are not limited to, name plates, chairs and portraits.
6. CM will remove the member desks, salvage appropriate equipment, and store the desks until Final Completion in their current condition.
 - Removal and reinstallation of the current sound system, voting displays, and related components from the Chamber and the member desks is included.
 - Equipment and desk salvage, storage and reinstallation will be included in GMP Amendment No. 2.

Steel

7. Structural engineer-of-record to "field verify" existing framing (A-6.2).
8. Structural engineer-of-record to provide dome connection plate details for new connection points (6/S3.0).

Architectural Woodwork

9. Architectural woodwork is constructed, finished and installed in accordance with AWI premium grade.
10. Wood is Lyptus instead of Walnut (A-3.4, A-5.1, A-6.7, A-6.10).
 - For a lighter color, consider Maple with Cherry stain.
11. Cost basis of solid surfacing is Corian Fossil (pending design material selection).
12. New wood trim at storefront behind galleries will cover existing removable glass stops (A-1.2).
13. Allowances (labor and material) are included for the following:
 - Metal bracing and brackets (A-3.4, A-4.1, A-6.3, A-6.4, A-6.10).
 - Wood base at Press Gallery 501 (A-6.10) instead of carpet base (A-4.1).
14. Regarding patching of existing paneling (A-3.1), "if you look for it, you will find it."
 - Removal, replacement and re-finishing of paneling from corner-to-corner is not included.

Gypsum Board

15. Level 5 finish is included.
16. Void closure allowance (labor and material) is included pending demolition work (General Note-5/A-2.1).

Custom Casework

17. Laser-cut bronze sheet console is included instead of cast bronze (A-3.3).
 - Holes and recesses shown are not available with cast bronze.
18. Desk front bronze plates are not included. (Member Desk Front View/A-3.3).

Furnishings

19. An allowance is included to carefully remove the wall mural on the 5th floor in a manner to be preserved and turned over to the Senate.
 - Further instruction is to be provided to Allstate Construction indicating means and methods acceptable for removing the mural.
20. Senate Lounge tables and chairs are not included (1/A-4.1).
21. Loose steel filing cabinets are not included (A-6.4).
22. An allowance is included for forty (40) senate members' desk chairs, and four (4) chairs at Rostrum-level.

Dome

23. Spitz dome (contract with Senate) includes 32 each longitudinal ribs instead of 30 each.
24. Supplementary support framing is not included.
25. Spitz's contract with the Florida Senate is not included.

Plumbing

26. Plumbing fixtures are by Owner (Plumbing Fixture Schedule/P1.1), except for the noted water cooler (P-6) which is contractor-furnished.

Phone/Data

27. Wifi, data and telephone system, equipment, and devices are not included.
 - Phone / data cabling is included as designed.
 - An allowance is included for additional recommended phone / data cabling, pending design confirmation.

Electrical

28. Circuitry and installation of dome-mounted spotlights are not included (Hicks Nation phone call 2/2/16).

Audio-Video System

29. Cap-mounted LED indicator is included at Members' desks (A-3.3).
30. ADA-certified hearing loop is included.
 - This system will work in addition to the existing FM-based assisted listening system (e.g. portable headphones).
31. Devices to record ambient sound in the Chamber (e.g. microphones) are included (McGinniss & Fleming Engineering email dated 1/29/16).
 - Rostrum microphones (medium and long) are also included.

Television Systems

32. CATV-MATV (Comcast) system, equipment, devices and cabling are not included.
 - Allowance is included for cabling to fifteen (15) unknown TV/display locations.
33. Broadcast TV (The Florida Channel) system, equipment and devices are not included.
 - Allowance is included for cabling to seven (7) camera locations.

Security Systems

34. Surveillance CCTV system, equipment, devices and cabling are not included.
- Allowance is included for cabling to ten (10) surveillance camera locations.
35. Electronic access control (e.g. card reader, keypads, electric locks devices and cabling) are included.

ATTACHMENT 3 – LIST OF DOCUMENTS

February 5, 2016

1. Drawings dated December 30, 2015, and received by Allstate Construction, on January 18, 2016.

Sheet	Title	Date
G1.1	Coversheet	12-30-2015
G1.2	Index to Drawings, Building Design Summary	12-30-2015
LS1.1	Fourth Floor Life Safety Plan	12-30-2015
LS1.2	Fifth Floor Life Safety Plan	12-30-2015
A1.1	Partial Fourth Floor Demolition Plan	12-30-2015
A1.2	Partial Fifth Floor Demolition Plan	12-30-2015
A1.3	Chamber Demolition Section	12-30-2015
A1.4	Chamber Demolition Section	12-30-2015
A2.1	Partial Fourth Floor Plan	12-30-2015
A2.2	Partial Fifth Floor Plan	12-30-2015
A2.3	Lower Chamber Reflected Ceiling Plan	12-30-2015
A2.4	Chamber Reflected Ceiling Plan	12-30-2015
A2.5	Fifth Floor Reflected Ceiling Plan	12-30-2015
A3.1	Enlarged Chamber Plan	12-30-2015
A3.2	Enlarged Rostrum Wall Plan	12-30-2015
A3.3	Enlarged Member Desk Plan Elevations	12-30-2015
A4.1	Room Finish Schedule, Enlarged Plan and Interior Elevations	12-30-2015
A4.2	Door Schedule, Elevations and Details and Wet Bar Plan	12-30-2015
A4.3	Enlarged Toilet Plan, Elevations, & Schedule	12-30-2015
A5.1	Chamber Building Section – West Elevation	12-30-2015
A5.2	Chamber Building Section – South Elevation	12-30-2015
A5.3	Chamber Building Section – North Elevation	12-30-2015
A5.4	Enlarged Rostrum Section	12-30-2015
A5.5	Enlarged Rear Rostrum, Wall Sections Elevation	12-30-2015
A5.6	4 th Floor Wall Sections and Details	12-30-2015
A5.7	Chamber Wall Sections	12-30-2015
A6.1	Chamber Dome, Cove Sections and Detail	12-30-2015
A6.2	Catwalk Plan and Dome Details	12-30-2015
A6.3	President's Rostrum Details	12-30-2015
A6.4	Secretary's Rostrum Details	12-30-2015
A6.5	Pilaster and Column Moulding Details, Plans and Elevations	12-30-2015
A6.6	Omitted	12-30-2015
A6.7	Wall Moulding Details	12-30-2015
A6.8	Handrail Details - 5 th Floor	12-30-2015
A6.9	Press Room Section and Elevations	12-30-2015

A6.10	Press Room Sections	12-30-2015
S1.0	Existing Dome Framing Plan	12-30-2015
S2.0	Catwalk and Medallion Framing Plan	12-30-2015
S3.0	Dome Section and Details	12-30-2015
S4.0	Threshold Inspection Plan	12-30-2015
M0.1	Mechanical Schedule, Notes and Legend	12-30-2015
M1.1	Fourth Floor Plan – HVAC Demolition	12-30-2015
M1.2	Fifth Floor Plan – HVAC Demolition	12-30-2015
M2.1	Fourth Floor Plan – HVAC New Work	12-30-2015
M2.2	Fifth Floor Plan – HVAC New Work	12-30-2015
M3.1	HVAC Details – Sheet 1	12-30-2015
M3.2	HVAC Details – Sheet 2	12-30-2015
P1.0	Plumbing Notes, Legend & Floor Plan	12-30-2015
P1.1	Plumbing Details & Riser Diagram	12-30-2015
FP0.1	Fire Protection Notes, Details & Legend	12-30-2015
FP1.1	Fourth Floor Plan – Fire Protection Demolition	12-30-2015
FP1.2	Fifth Floor Plan – Fire Protection Demolition	12-30-2015
FP2.1	Fourth Floor Plan – Fire Protection New Work	12-30-2015
FP2.2	Fifth Floor Plan – Fire Protection New Work	12-30-2015
E1.0	Electrical Symbols	12-30-2015
E1.1	Electrical Symbols	12-30-2015
E1.2	Electrical Notes	12-30-2015
E2.0	Electrical Demolition Fourth Floor	12-30-2015
E2.1	Electrical Demolition Fifth Floor	12-30-2015
E2.2	Electrical Demolition Dome	12-30-2015
E3.0	Electrical Lighting Plan Fourth Floor	12-30-2015
E3.1	Electrical Lighting Plan Fifth Floor	12-30-2015
E3.2	Electrical Lighting Plan Dome	12-30-2015
E3.3	Electrical Lighting Fixture Schedule	12-30-2015
E3.4	Electrical Lighting Controls	12-30-2015
E4.0	Electrical Power and Signals Plan Fourth Floor	12-30-2015
E4.1	Electrical Power and Signals Plan Fifth Floor	12-30-2015
E4.2	Electrical Power and Signals Plan Dome	12-30-2015
E4.3	Electrical Schedule and Diagrams	12-30-2015
E6.0	Electrical Details	12-30-2015
E6.1	Electrical Details	12-30-2015

2. Drawings dated January 27, 2016, and received by Allstate Construction, on January 28, 2016.

Sheet	Title	Date
G1.2	Index to Drawings, Building Design Summary	01-27-2016
LS1.1	Fourth Floor Life Safety Plan	01-27-2016
LS1.2	Fifth Floor Life Safety Plan	01-27-2016
E1.2	Electrical Notes	01-27-2016
E3.0	Electrical Lighting Plan Fourth Floor	01-27-2016
E3.1	Electrical Lighting Plan Fifth Floor	01-27-2016
E3.2	Electrical Lighting Plan Dome	01-27-2016
E3.4	Electrical Lighting Controls	01-27-2016
E4.0	Electrical Power and Signals Plan Fourth Floor	01-27-2016
E4.3	Electrical Schedule and Diagrams	01-27-2016

3. Specifications dated December 30, 2015, received January 18, 2016.

00000	Cover Sheet	12-30-2015
00002	Table of Contents	12-30-2015
00003	Project Information Sheet	12-30-2015
01010	Summary of Work	12-30-2015
01040	Project Coordination	12-30-2015
01045	Cutting and Patching	12-30-2015
01095	Reference Standards and Definitions	12-30-2015
01200	Project Meetings	12-30-2015
01300	Submittals	12-30-2015
01400	Quality Control Services	12-30-2015
01500	Temporary Facilities	12-30-2015
01600	Material and Equipment	12-30-2015
01631	Product Substitutions	12-30-2015
01700	Project Closeouts	12-30-2015
01740	Warranties and Bonds	12-30-2015
02070	Selective Demolition	12-30-2015
05120	Structural Steel	12-30-2015
05400	Cold-Formed Metal Framing	12-30-2015
05500	Metal Fabrication	12-30-2015
05521	Pipe and Tube Railings	12-30-2015
06100	Rough Carpentry	12-30-2015
06400	Interior Architectural Millwork	12-30-2015
07200	Insulation	12-30-2015
07251	Sprayed-on Fireproofing	12-30-2015
07900	Sealing and Caulking	12-30-2015
07950	Joint Fillers and Gaskets for Firestopping	12-30-2015
08110	Metal Doors and Frames	12-30-2015

08211	Flush Wood Doors	12-30-2015
08212	Stile and Rail Wood Doors	12-30-2015
08305	Access Doors	12-30-2015
08700	Finish Hardware	12-30-2015
08800	Glass and Glazing	12-30-2015
09250	Gypsum Drywall	12-30-2015
09300	Tile	12-30-2015
09510	Acoustical Ceilings	12-30-2015
09520	Acoustical Wall Panels	12-30-2015
09680	Carpet	12-30-2015
09900	Painting	12-30-2015
10200	Louvers and Grilles	12-30-2015
10425	Signs	12-30-2015
10800	Toilet and Bath Accessories	12-30-2015
12356	Casework	12-30-2015
12500	Fixed Seating	12-30-2015
14420	Portable Inclined Platform Wheelchair-Lift	12-30-2015
15010	Mechanical Requirements	12-30-2015
15030	Electrical Requirements for Mechanical Systems	12-30-2015
15050	Basic Material and Methods	12-30-2015
15055	Basic Piping Materials and Methods	12-30-2015
15100	Valves	12-30-2015
15140	Supports and Hangers	12-30-2015
15250	Mechanical Insulation	12-30-2015
15300	Fire Protection	12-30-2015
15411	Water Distribution Piping	12-30-2015
15420	Drainage and Vent Systems	12-30-2015
15440	Plumbing Fixtures	12-30-2015
15891	Ductwork	12-30-2015
15900	Building Automation Systems	12-30-2015
15910	Duct Accessories	12-30-2015
15932	Air Outlets and Inlets	12-30-2015
15933	VAV Air Terminals	12-30-2015
15990	Testing, Adjusting, and Balancing	12-30-2015
15995	System Starting/Commissioning	12-30-2015
16010	Electrical General Provisions	12-30-2015
16100	Basic Material and Methods	12-30-2015
16115	Electrical Selective Demolition	12-30-2015
16500	Lighting	12-30-2015

ATTACHMENT 4 – CONSTRUCTION SCHEDULE

February 5, 2016

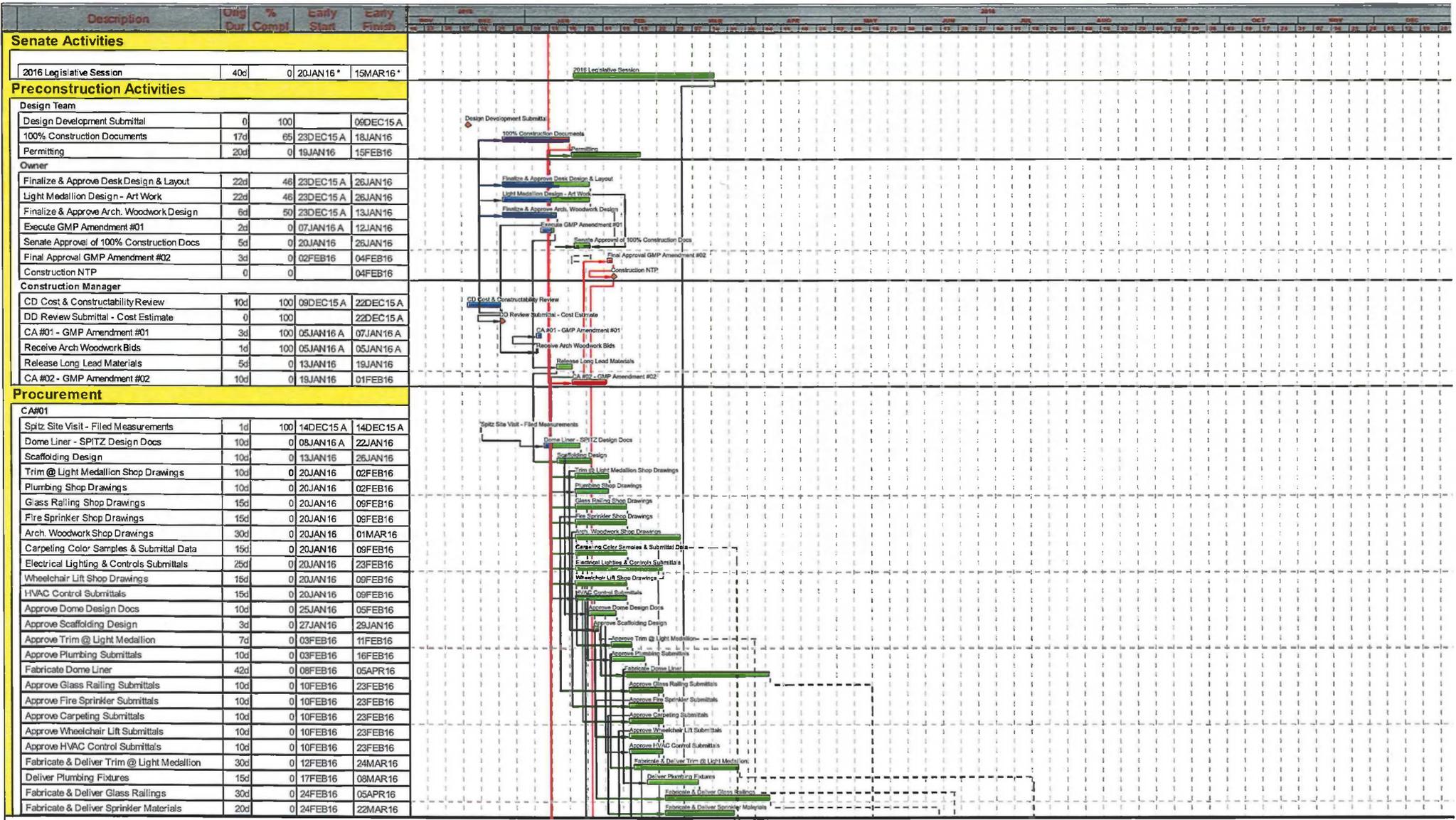
Schedule remains the same as approved in GMP Amendment No. 1 (copied below for convenience).

The Parties agree to the following modifications to the Project Schedule from the Special and Superseding Conditions, dated, December 8, 2015, with said modifications denoted in bold font below:

Task	Duration	Completion Date
Start of on-site Construction*		March 16, 2016
Substantial Completion	230 calendar days	November 1, 2016
Final Completion	59 calendar days	December 30, 2016

* or two (2) calendar days following the adjournment sine die of the 2016 Regular Session of the Florida Legislature, including any extensions thereto not exceeding seven (7) calendar days, whichever occurs later.

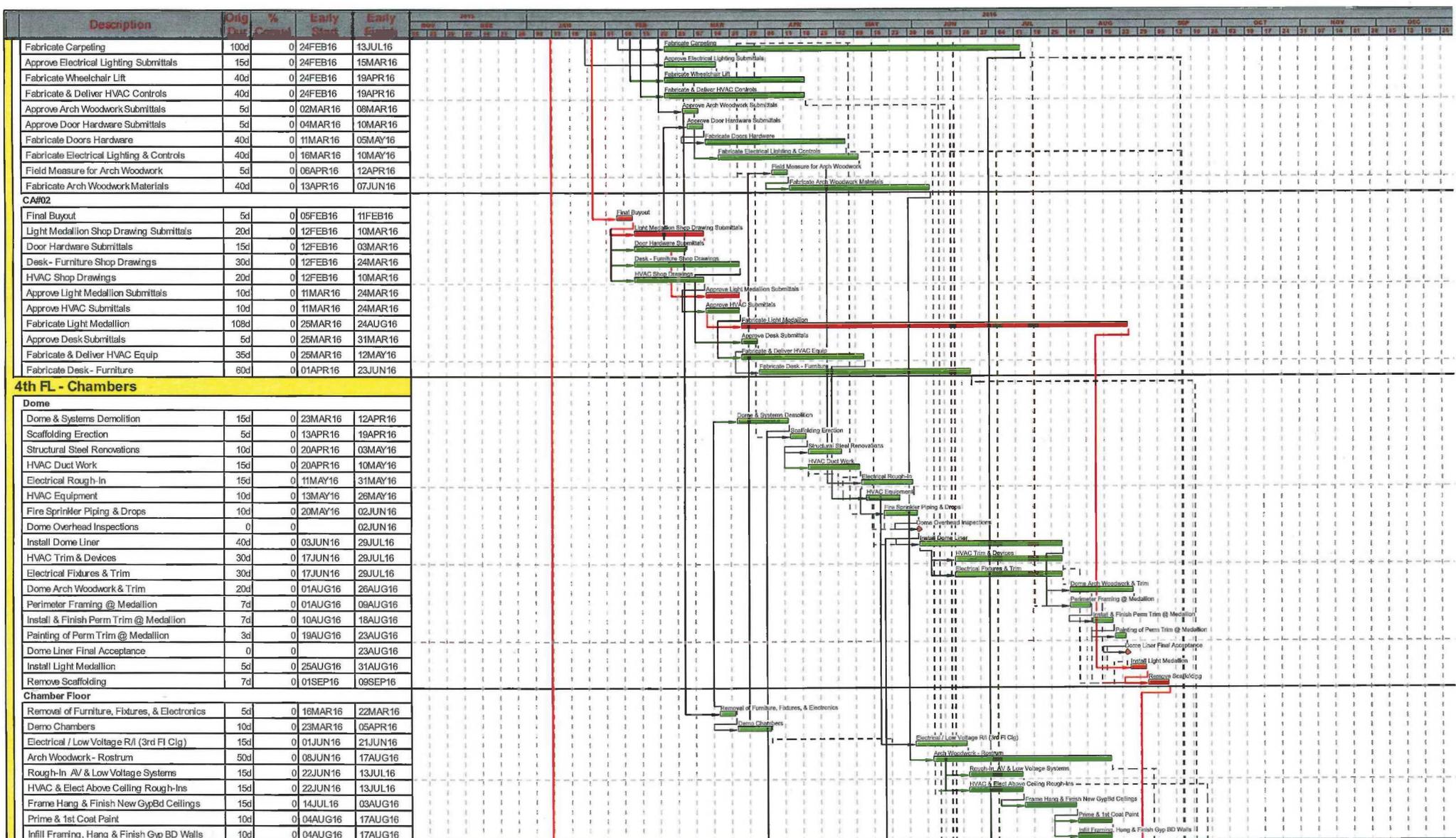
Reference attached Construction Schedule for the Work dated January 11, 2016 (5 pages).



Start date 23NOV15
 Finish date 30DEC16
 Data date 10JAN16
 Run date 11JAN16
 Page number 1A
 © Primavera Systems, Inc.

**Florida Senate Chamber Renovations
 Attachment - 4 GMP Amendment No. 1
 Contractor's Construction Schedule for the Work**

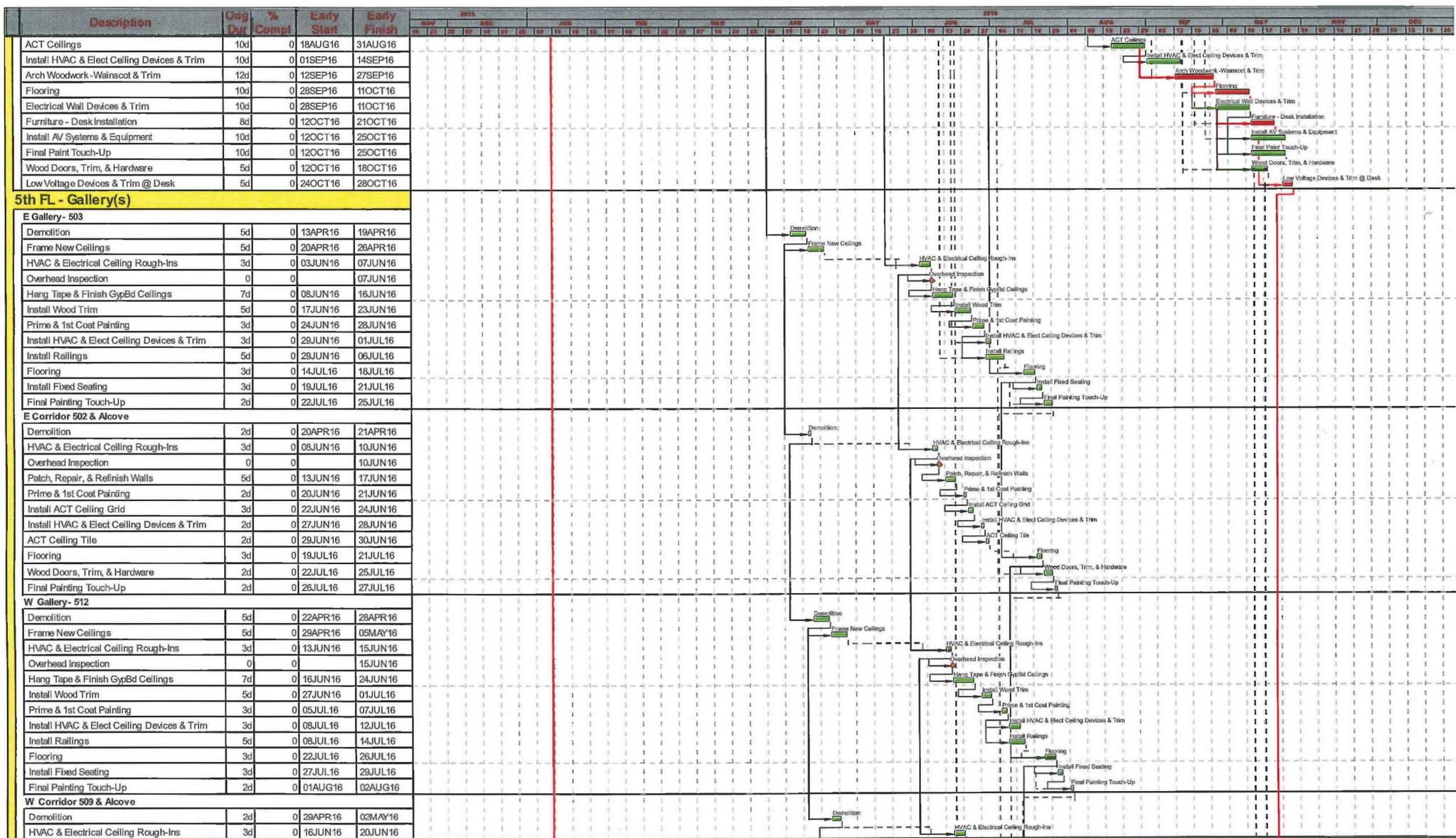
- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point



Start date 23NOV15
 Finish date 30DEC16
 Data date 10JAN16
 Run date 11JAN16
 Page number 2A

**Florida Senate Chamber Renovations
 Attachment - 4 GMP Amendment No. 1
 Contractor's Construction Schedule for the Work**

- Early bar
- Progress bar
- Critical bar
- Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point



Start date	23NOV15
Finish date	30DEC16
Data date	10JAN16
Run date	11JAN16
Page number	3A
© Primavera Systems, Inc.	

**Florida Senate Chamber Renovations
Attachment - 4 GMP Amendment No. 1
Contractor's Construction Schedule for the Work**

- Early bar
- Progress bar
- Critical bar
- Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point

AIA® Document G701™ – 2001

Change Order

PROJECT: (Name and address) The Florida Senate 404 South Monroe Street Suite 409, The Capitol Tallahassee, FL 32399	CHANGE ORDER NUMBER: 01 DATE: 04-18-2016 ARCHITECT'S PROJECT NUMBER:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO CONTRACTOR: (Name and address) Allstate Construction, Inc. 5718 Tower Road Tallahassee, FL 32303	CONTRACT DATE: 12-08-2015 CONTRACT FOR: Construction Management Services	

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. New doors & trim work at "Bubble Rooms."
2. Restroom tile changes including wall tile extended to the ceiling & floor tile selection
3. Gallery seating change to the "New Amsterdam" seat by Irwin Seating Company
4. Furnishing of plumbing fixtures per the contract documents that were listed as owner furnished. (Wet bar sink is not included. It is still to be Owner furnished)
5. Deduct of labor and material for Water Cooler that is not to be installed.
6. Additional electrical outlets in Chamber per RFI 12.
7. Furnishing of 41 Member voting system components

Attached Itemized Statement of Change Order No. 1. (1 page)

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	4,608,638.00
The net change by previously authorized Change Orders	\$	00.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	4,608,638.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	151,450.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	4,760,088.00
The Contract Time will be (increased) (decreased) (unchanged) by Zero (0) days		
The date of Substantial Completion as of the date of this Change Order therefore is November 1, 2016		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Hicks Nation Architects, Inc <hr/> ARCHITECT (Firm name) 1382 Timberlane Road, Suite C, Tallahassee, FL 32312 <hr/> ADDRESS <hr/> BY (Signature) John Nation (Typed name) 4-18-16 <hr/> DATE	Allstate Construction, Inc <hr/> CONTRACTOR (Firm name) 5718 Tower Road, Tallahassee, FL 32303 <hr/> ADDRESS <hr/> BY (Signature) Scott Brewer (Typed name) 4-15-16 <hr/> DATE	The Florida Senate <hr/> OWNER (Firm name) 404 South Monroe Street, Suite 409, Tallahassee, FL 32399 <hr/> ADDRESS <hr/> BY (Signature) Dennis Meyer (Typed name) 19 Apr 2016 <hr/> DATE
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA Document G701™ – 2001

Change Order

PROJECT: <i>(Name and address)</i> The Florida Senate 404 South Monroe Street Suite 409, The Capitol Tallahassee, FL 32399	CHANGE ORDER NUMBER: 02	OWNER <input checked="" type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Allstate Construction, Inc. 5718 Tower Road Tallahassee, FL 32303	DATE: 05-26-2016	ARCHITECT <input checked="" type="checkbox"/>
	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR <input checked="" type="checkbox"/>
	CONTRACT DATE: 12-08-2015	FIELD <input type="checkbox"/>
	CONTRACT FOR: Construction Management Services	OTHER <input type="checkbox"/>

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

See attached letter (2 pages) and itemized Statement for Change Order No.2 (2 pages) dated May 26, 2016 for a description of work.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	4,608,638.00
The net change by previously authorized Change Orders	\$	151,450.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	4,760,088.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	176,113.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	4,936,201.00
The Contract Time will be (increased) (decreased) (unchanged) by Zero (0) days		
The date of Substantial Completion as of the date of this Change Order therefore is		November 1, 2016

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Hicks Nation Architects, Inc.	Allstate Construction, Inc.	The Florida Senate
ARCHITECT <i>(Firm name)</i> 1382 Timberlane Road, Suite C, Tallahassee, FL 32312	CONTRACTOR <i>(Firm name)</i> 5718 Tower Road, Tallahassee, FL 32303	OWNER <i>(Firm name)</i> 404 South Monroe Street, Suite 409, Tallahassee, FL 32399
ADDRESS	ADDRESS	ADDRESS
BY <i>(Signature)</i>	BY <i>(Signature)</i>	BY <i>(Signature)</i>
John Nation	Scott Brewer	REYNOLD MEYER
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
May 26, 2016	5/26/16	27 MAY 2016
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

MAJOR CONSTRUCTION PROJECTS CM CONTINGENCY MODIFICATION REQUEST

Owner Project Number: _____ Allstate Job No. 15-1501

Modification Request ONE (01)

Date: 6/10/2016

Project: Senate Chamber Renovations

Architect: Hicks Nation Architects

Contractor: Allstate Construction, Inc.

	DESCRIPTION OF CHANGE	SUBCONTRACTOR	AMOUNT OF CHANGE
1	Installation of light gauge framing for low walk/crawl way at base of dome per ASI #04	Nelson & Affiliates, Inc.	\$ (7,180.00)
2	Demolition of existing sheathing and framing at low walk/crawl way at base of dome.	Great Southern Demolition	\$ (2,200.00)
3	4 Bronze plaques. (2 - 48" diameter, 1 - 33" diameter cut in half, & 1 - 29 3/4" diameter)	Cornerstone Tools & Fasteners	\$ (27,996.75)
4	Credit for change from 9/16" ceiling grid to standard 15/16" ceiling grid.	Acousti	\$ 2,091.00
5	3D Image scanning and file generation for Rostrum Pediment.	Nobles Consulting Group, Inc.	\$ (6,322.00)
6	Conduit and wiring for Electrical Dimming Cabinet to normal and emergency power.	Albritton Electrical Service, Inc.	\$ (12,755.00)
7	Conduit and wiring for new Panel P-56 per RFI 22.	Albritton Electrical Service, Inc.	\$ (5,154.00)
8	Additional electrical receptacles for approved lavatory faucets.	Albritton Electrical Service, Inc.	\$ (1,050.00)
9	Custom carpet in Senate Chamber & carpet manufacturer change in remaining areas of the project.	Link Flooring	\$ (3,965.00)
10	Install new carpet in Senate Lounge per ASI #1	Link Flooring	\$ (7,865.00)
11	Installation of carpet on walls in Gallery seating areas.	Link Flooring	\$ (5,520.00)
12	Removal and installation of new carpet in East Corridor between Senate Chamber and Secretary's Suite.	Link Flooring	\$ (10,990.00)

Total Change This Request: \$ (88,906.75)

Contingency	\$	284,955.00	
Previous Changes:	\$	-	
Adjustment This Change:	\$	(88,906.75)	←
Current Contingency Balance:	\$	196,048.25	

Is this change a change to the original scope of the Project?

See Attached



John Nation, Hicks Nation Architects

 1/13 Jun 2016

Reynold Meyer, The Florida Senate



Brian Marcorinet, Allstate Construction, Inc.

MAJOR CONSTRUCTION PROJECTS CM CONTINGENCY MODIFICATION REQUEST

Owner Project Number: _____ Allstate Job No. 15-1501

Modification Request TWO (02)

Date: 6/22/2016

Project: Senate Chamber Renovations

Architect: Hicks Nation Architects

Contractor: Allstate Construction, Inc.

	DESCRIPTION OF CHANGE	SUBCONTRACTOR	AMOUNT OF CHANGE
1	Painting of remaining acoustical wall panels.	General Lee's Painters	\$ (5,740.00)
2	Credit for deletion of wainscott panels associated with Shop Drawing review.	JD James, Inc.	\$ 14,621.00
3	Power and control wiring to two locations above Press Gallery for spotlights. (ASI #5)	Albritton Electrical Service, Inc.	\$ (4,070.00)
4	Credit for Security Keypad and magnetic lock for door 501.	Honeywell	\$ 403.49
5	Credit for 6 spotlights purchased but not required.	Anixter	\$ 6,401.22
6	Additional electrical & voice data outlets in Room 406. (ASI #5)	Albritton Electrical Service, Inc.	\$ (2,316.00)
7	Electrical Changes in Projection Rooms (ASI #5)	Albritton Electrical Service, Inc.	\$ (3,611.00)
8	Water heater disconnects in restrooms & lounge, & conduit & service boxes for automatic flush valves for installation of controls above ceiling. (ASI #5)	Albritton Electrical Service, Inc.	\$ (2,010.00)
9	Credit for Sanitary Napkin Disposal units deleted in RFI #28.	Cornerstone Tool & Fasteners	\$ 220.71
10	Credit for Alternate AC Unit selected for Projection Room.	Benson's Heating & Air	\$ 9,108.00
11	Credit for Seamless sprinkler called for in the specifications but not required.	Dacar Fire Protection	\$ 3,986.00
12	Credit for fusible link sprinkler heads called for in the specifications but not required.	Dacar Fire Protection	\$ 461.00
13	Credit for Carpet Seal not required.	Link Flooring	\$ 2,300.00

Total Change This Request: \$ 19,754.42

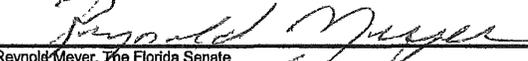
Contingency	\$	284,955.00
Previous Changes:	\$	(88,906.75)
Adjustment This Change:	\$	19,754.42
Current Contingency Balance:	\$	215,802.67

Is this change a change to the original scope of the Project?

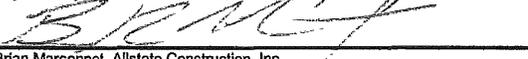
See Attached



 John Nation, Hicks Nation Architects



 Reynolds Meyer, The Florida Senate



 Brian Marconnet, Allstate Construction, Inc.

MAJOR CONSTRUCTION PROJECTS CM CONTINGENCY MODIFICATION REQUEST

Owner Project Number: _____ Allstate Job No. 15-1501

Modification Request THREE (3)

Date: 8/24/2016

Project: Senate Chamber Renovations

Architect: Hicks Nation Architects

Contractor: Allstate Construction, Inc.

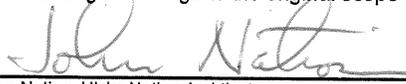
	DESCRIPTION OF CHANGE	SUBCONTRACTOR	AMOUNT OF CHANGE
1	Credit for 15 voice/data outlets in Press Gallery (Room 501) that are not required.	Data Set Ready	\$ 3,755.55
2	Furnish new Moen faucet and Pro Flo sink in Senate Lounge	Paul & Son Plumbing	\$ (892.38)
3	Furnish and install new instantaneous water heater for sink and dishwasher in Senate Lounge per RFI 24.	Paul & Son Plumbing	\$ (288.96)
4	Furnish and install additional HVAC supply grille in Elevator Lobby (Room 410) per ASI 8.	Bensons Heating & Air	\$ (564.00)
5	Furnish 25 LED strip light fixtures to supplement dome lights.	Anixter	\$ (2,741.25)
6	Furnish and install new radius bench and table for Corridor (Room 411)	JD James Corporation	\$ (14,000.00)

Total Change This Request: \$ (14,731.04)

Contingency	\$	284,955.00		
Previous Changes:	\$	(69,152.33)		
Adjustment This Change:	\$	(14,731.04)		
Current Contingency Balance:	\$	201,071.63		

Is this change a change to the original scope of the Project?

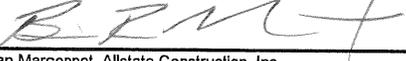
See Attached



 John Nation, Hicks Nation Architects



 Reynold Meyer, The Florida Senate



 Brian Marconnet, Allstate Construction, Inc.

AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT: <i>(Name and address)</i> Senate Chamber Renovation Suite 409, The Capitol 404 South Monroe Street Tallahassee, FL 32399	PROJECT NUMBER: 15-1501	OWNER <input type="checkbox"/>
	CONTRACT FOR: Construction Management Services	ARCHITECT <input type="checkbox"/>
	CONTRACT DATE: December 15, 2015	CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> The Florida Senate Suite 409, The Capitol 404 South Monroe Street Tallahassee, FL 32399	TO CONTRACTOR: <i>(Name and address)</i> Allstate Construction, Inc. 5718 Tower Road Tallahassee, FL 32304	FIELD <input type="checkbox"/>
		OTHER <input type="checkbox"/>

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Hicks Nation Architects, Inc.

ARCHITECT

BY

John Nation

DATE OF ISSUANCE

Nov. 18, 2016

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ _____

The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Allstate Construction, Inc.

CONTRACTOR

BY

[Signature]

DATE

11.30.16

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

The Florida Senate

OWNER

BY

Reginald Myers

DATE

30 Nov 2016

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*



AIA Document G701™ – 2001

Change Order

PROJECT: (Name and address)

The Florida Senate
404 South Monroe Street
Suite 409, The Capitol
Tallahassee, FL 32399

CHANGE ORDER NUMBER: 03**DATE:** 11-04-2016**ARCHITECT'S PROJECT NUMBER:**OWNER ARCHITECT CONTRACTOR **TO CONTRACTOR: (Name and address)**

Allstate Construction, Inc.
5718 Tower Road
Tallahassee, FL 32303

CONTRACT DATE: 12-08-2015**CONTRACT FOR:** Construction Management ServicesFIELD OTHER

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The substantial completion date is increased 17 calendar days, or no later than November 18, 2016.

The final completion date is increased 17 calendar days, or no later than January 16, 2017.

See attached letter dated November 1 requesting an additional 17 days for substantial and final completion, incorporated herein by reference.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	4,608,638.00
The net change by previously authorized Change Orders	\$	327,563.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	4,936,201.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	0.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	4,936,201.00
The Contract Time will be (increased) (decreased) (unchanged) by Seventeen (17) days		
The date of Substantial Completion as of the date of this Change Order therefore is		November 18, 2016

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Hicks Nation Architects, Inc

Allstate Construction, Inc.

The Florida Senate

ARCHITECT (Firm name)

1382 Timberlane Road, Suite C, Tallahassee, FL 32312

CONTRACTOR (Firm name)

5718 Tower Road, Tallahassee, FL 32303

OWNER (Firm name)

404 South Monroe Street, Suite 409, Tallahassee, FL 32399

ADDRESS**BY (Signature)**

John Nation

(Typed name)

Nov. 9, 2016

DATE**ADDRESS****BY (Signature)**

Scott Seibert

(Typed name)

11.11.16

DATE**ADDRESS****BY (Signature)**

Raymond Meyer

(Typed name)

9 Nov 2016

DATE

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AIA Document G701™ – 2001 Instructions

Change Order

GENERAL INFORMATION

Purpose

AIA Document G701 is for implementing changes in the Work agreed to by the Owner, Contractor and Architect. Execution of a completed G701 indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time.

Use of Current Documents

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COMPLETING THE G701 FORM

Description of Change in the Contract

Insert a detailed description of the change or reference specific exhibits describing, in detail, the change to be made in the Contract by this Change Order. Include any drawings, specifications, documents or other supporting data to clarify the scope of the change.

Determination of Costs

Insert in the blanks provided, or strike out the terms in parentheses that do not apply, the original Contract Sum or Guaranteed Maximum Price; the net change by previously authorized Change Order (note that this does not include changes authorized by Construction Change Directive unless such changes were subsequently agreed to by the Contractor and recorded as a Change Order); the Contract Sum or Guaranteed Maximum Price prior to this Change Order; the amount of increase or decrease, if any, in the Contract Sum or Guaranteed Maximum Price; and the new Contract Sum or Guaranteed Maximum Price as adjusted by this Change Order.

Change in Contract Time

Insert in the blanks provided, and strike out the unused terms in parentheses, the amount (in days) of the increase or decrease, if any in the Contract Time. Also insert the date of Substantial Completion, including any adjustment effected by this Change Order.

EXECUTION OF THE DOCUMENT

When the Owner and Contractor, in occurrence with the Architect, have reached agreement on the change to be made in the Contract, including any adjustments in the Contract Sum (or Guaranteed Maximum Price) and Contract Time, the G701 document should be executed in triplicate by the two parties and the Architect, each retaining an original.

MAJOR CONSTRUCTION PROJECTS CM CONTINGENCY MODIFICATION REQUEST

Owner Project Number: _____ Allstate Job No. 15-1501

Modification Request FOUR (4)

Date: 9/29/2016

Project: Senate Chamber Renovations

Architect: Hicks Nation Architects

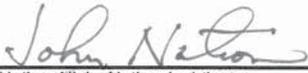
Contractor: Allstate Construction, Inc.

	DESCRIPTION OF CHANGE	SUBCONTRACTOR	AMOUNT OF CHANGE
1	Provide new double drawer warming tray.	Big Bend Restaurant Supply	\$ (2,261.56)
2	Deduct name & number plates and 5 gallery seats from original quantity	Newton Seating	\$ 3,488.75
3	Additional HVAC grill for Lounge kitchen area per ASI #9.	Benson's Heating & Air	\$ (564.00)
4	Installation of Uni-strut support framing for LED screen per ASI #6	Albritton Electrical	\$ (1,130.00)
5	Installation of 25 additional four foot LED light strips around perimeter of the dome.	Albritton Electrical	\$ (4,215.00)
6	Credit for Gypsum board wall not required where uni-strut support wall is constructed for LED screen per ASI #6.	Nelson & Affiliates	\$ 383.00
7	Replacement of acoustical ceiling tile in Spouse's lounge.	Acousti Engineering	\$ (2,337.00)
8	Additional light fixtures for Women's Restroom and Men's Restroom per ASI #9.	Anixter	\$ (1,257.75)
9	Front name plate & enlarged console panel per ASI #10	Cornerstone Tool & Fasteners	\$ (3,731.85)
		Total Change This Request:	\$ (11,625.41)

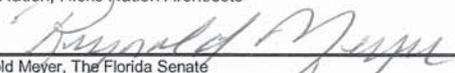
Contingency	\$	284,955.00
Previous Changes:	\$	(83,883.37)
Adjustment This Change:	\$	(11,625.41)
Current Contingency Balance:	\$	189,446.22

Is this change a change to the original scope of the Project?

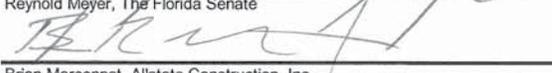
See Attached



 John Nation, Hicks Nation Architects



 Reynold Meyer, The Florida Senate



 Brian Marconnet, Allstate Construction, Inc.

MAJOR CONSTRUCTION PROJECTS CM CONTINGENCY MODIFICATION REQUEST

Owner Project Number: _____ Allstate Job No. 15-1501

Modification Request FIVE (5)

Date: 10/26/2016

Project: Senate Chamber Renovations

Architect: Hicks Nation Architects

Contractor: Allstate Construction, Inc.

	DESCRIPTION OF CHANGE	SUBCONTRACTOR	AMOUNT OF CHANGE
1	New AC grilles in 5th floor Gallery seating area per ASI #4	Bensons Heating & Air	\$ (15,434.00)
2	Installation of 3/8" tempered glass with frosted film on top of toilet partitions.	Miller Glass	\$ (3,292.00)
3	Modification of the three Rostrum Lecterns to lower overall height including modification of Secretary's lectern for computer monitor shelf.	JD James	\$ (20,587.00)

Total Change This Request: \$ (39,313.00)

Contingency	\$ 284,955.00
Previous Changes:	\$ (95,508.78)
Adjustment This Change:	\$ (39,313.00) ←
Current Contingency Balance:	\$ 150,133.22

Is this change a change to the original scope of the Project?

See Attached



 John Nation, Hicks Nation Architects



 Reynold Meyer, The Florida Senate



 Brian Marconnet, Allstate Construction, Inc.