

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133TM_2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twenty-Third day of November in the year Twenty-Two (the "Agreement") (In words, indicate day, month, and year.)

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

Raymond Community Park Prosper, TX

THE OWNER:

(Name, legal status, and address)

Town of Prosper 250 W First Street Prosper, TX 75078

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Dean Electric, Inc. dba Dean Construction
701 Hall Street
Cedar Hill, TX 75104

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 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 the Agreement.

§ A.1.1.1 The Contract Sum for both Guaranteed Maximum Price Number One plus
Guaranteed Maximum Price Number Two is guaranteed by the Construction Manager not to
exceed Seventeen Million Nine Hundred Six Thousand Nine Hundred Fifty and 00/100 (\$

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

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

17,906,950.00), 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, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Attachment "A" – Itemized Guaranteed Maximum Price Number One Plus Guaranteed Maximum Price Number Two ("GMP #s 1 and 2").

It is expressly understood by the Owner and Construction Manager this GMP # 2 has been prepared to supplement and amend the initial phase of construction of the Work that was approved by the Owner's approval of GMP # 1.

The scope of Work for GMP #s 1 and 2 is defined by Exhibit "C" - Specifications and Exhibit "D" - Drawings.

- § A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.
- § A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.
- § A.1.1.5 Alternates
- § A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item

Price

None included.

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

See Exhibit F Alternates and Expiration Dates.

§ A.1.1.6 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

Not applicable.

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- [] The date of execution of this Amendment.
- [X] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

See Attachment "B" - Schedule

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

Init.

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User Notes:

2

	awings		
A.3.1.3 The following I		t attached to this Amendmen	t.)
Section	Title	Date	Pages
See Attachment "D" – Sp	ecifications		
		hibit attached to this Amend	lment.)
A.3.1.2 The following S	pecifications:		
Construction			
Conditions of the Contract for	2		
<u>-A201 - Genera</u>			
See Attachment		_ =====================================	9
Document	Title	Date	Pages
A 2 1 1 The following C	upplementary and other Co	nditions of the Contract	
Documents and the follow		act inne set totul in uns All	conditions are based on the Condact
	ATION UPON WHICH AME Maximum Price and Contr.		endment are based on the Contract
		•	
		ve Substantial Completion as ction 6.1.6 of the Agreement	provided in this Section A.2.3, liquid
Portion of Work Not applicable		Substantial Completion Da	nte
Completion of such portr	ons by the following dates	•	
to be completed prior to S	Substantial Completion of ons by the following dates	the entire Work, the Constru	action Manager shall achieve Substan
A.2.3.2 Subject to adjus	tments of the Contract Tir	ne as provided in the Contrac	ct Documents, if portions of the Worl
[] By the	following date: X]	See Attachment "B" - So	hedule
[] Not late	r than () calendar day	rs from the date of commenc	ement of the Work.
		,	
Check one of the joilowi	ng boxes and complete the	necessary injormation.)	

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

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User Notes:

Init.

1

Title

Date

Pages

Not applicable.

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: (Identify each allowance.)

Item

Price

Not applicable.

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: (Identify each assumption and clarification.)

The exclusions from the Scope of Work not included in GMP #2 are the power company charges.

§ A.3.1.7 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 Amendment.)

Not applicable.

- § A.3.1.8 In the event of conflict(s) between or among this GMP Amendment; its Attachments; the A133

 Owner-Construction Manager Agreement; and its Addendum, the precedence of controlling documents shall be as follows:
 - .1 The Addendum to the A133 Owner-Construction Manager Agreement;
 - .2 The A133 Owner-Construction Manager Agreement;
 - .3 This Exhibit "A" Guaranteed Maximum Price Amendment;
 - .4 Attachment "C" The A201 General Conditions of the Contract for Construction;
 - .5 Attachment "D" Specifications
 - .6 Attachment "E" Drawings; and then
 - .7 Attachment "A" Itemized Guaranteed Maximum Price.

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

See Attachment "A" - Itemized Guaranteed Maximum Price

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

OWNER (Signature)	CONSTRUCTION MANAGER (Signature)
Mario Canizares, Town Manager (Printed name and title)	Gregory Firebaugh, President (Printed name and title)
ATTEST:	APPROVED AS TO FORM:
Michelle Lewis Sirianni, Town Secretary	Terrence S. Welch, Town Attorney

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Chris Squadra, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 19:25:20 ET on 05/02/2024 under Order No. 2114530966 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133TM – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

ariful	
(Signed)	
Chris Squadra, Principal	
(Title)	
May 3, 2024	
(Dated)	

Town of Prosper's Raymond Community Park GMP #2 - Attachment A - Itemized Guaranteed Maximum Price

Cost Summary

Description		P#01	Adjustments	GMP # 02	
	Town	oved by Council B 2024	If GMP #2 Amendment is Approved	For Town Council Consideration on 14 MAY 2024	
Erosion Control SWPPP		\$51,178.00		\$51,178.00	
Tree protection/ temporary fence		\$48,000.00		\$48,000.00	
Demo & Earthwork	\$	1,189,075.00		\$1,189,075.00	
Utilities	\$	1,454,750.00		\$1,454,750.00	
Fire Lane & Vehicular Paving	\$	1,800,000.00		\$1,800,000.00	
Irrigation Sleeves		\$75,000.00		\$75,000.00	
Site Electrical	\$	2,662,125.00		\$2,662,125.00	
Proposed Change Request #01 - Additional Tree Removal		N/A	\$9,080.00	\$9,080.00	
Proposed Change Request #02 - Earthwork & Utilities		N/A	\$191,399.50	\$191,399.50	
Proposed Change Request #03 - Credit for Steel Casing Removal		N/A	(28,109.00)	(28,109.00)	
Subtotal - Cost of the Work - GMP # 01 (without Insurance, General Conditions or Fee)	\$	7,280,128.00	\$172,370.50	\$7,452,498.50	
New GMP #2 Cost of Work (without Insurance, Gen Conds or Fee)		N/A	\$8,067,533.07	\$8,067,533.07	
Subtotal - Cost of the Work - GMP #s 01 +02 (without Insurance, General Conditions or Fee)	\$	7,280,128.00	\$8,239,903.57	\$15,520,031.57	
Performance & Payment Bond \$	86,269.00		\$11,373.00		
General Liability Insurance + 2 Year Maintenance Bond \$	36,634.75		\$4,829.25		
General Conditions Costs (w/o Insurances Above) \$2	21,810.31		\$373,957.69		
Total General Conditions + Insurances (4.735 % vs. 5.02 % Allowed per Con	ntract)	\$344,714.06		\$734,874.00	
Subtotal - Cost of the Work + Insurance + General Conditions (without Fee)	\$	7,624,842.06	\$8,630,063.51	\$16,254,905.57	
Fee (2.5%)		\$190,621.05	\$215,751.59	\$406,372.64	
Subtotal - Cost of the Work + Insurance + General Conditions + Fee	\$	7,815,463.11	\$8,845,815.10	\$16,661,278.21	
Owner Controlled Contingency Inside the GMP		\$728,312.80	<u>\$517,358.99</u>	<u>\$1,245,671.79</u>	
Guaranteed Maximum Price Including Owner's Contingency	Ş	8,543,775.91	\$9,363,174.09 \$0.00	\$17,906,950.00	

The "Owner Controlled Contingency" above is for the Owner's exclusive use in absorbing the increased scope of Cost of the Work items (if any) within the Contractor's Guaranteed Maximum Price.

Any Owner's authorization of use of the Owner's Contingency shall be in writing; and will ultimately require documentation in a "Contingency Use Authorization," showing both the amount reallocated to Cost of the Work, and the balance remaining in the Owner's Contingency.

There is no Contractor's Contingency included in this Guaranteed Maximum Price.

Town of Prosper's Raymond Community Park GMP #2 - Attachment A - Itemized Guaranteed Maximum Price (Continued)

Cost Detail

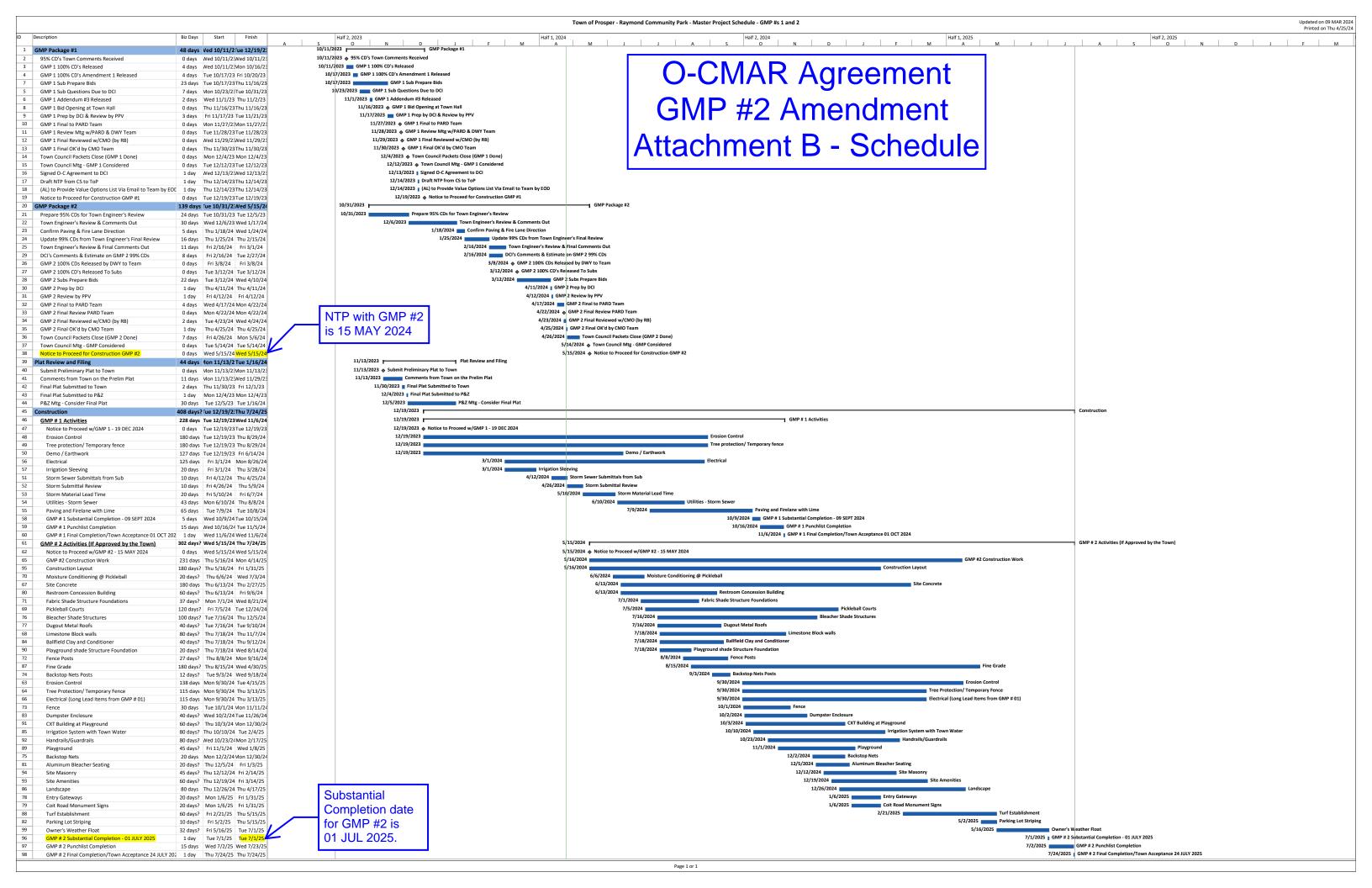
Source of the Work	Description	Total
Prime Erosion Control	Erosion Control SWPPP	\$51,178.00
Dean Construction	Tree protection/ temporary fence	\$48,000.00
Vista Earthwork	Demo & Earthwork	\$1,189,075.00
Tri Dal Utilities	Utilities	\$1,454,750.00
L.H. Lacy Company, LTD	Fire Lane & Vehicular Paving	\$1,800,000.00
A New Deal	Irrigation Sleeves	\$75,000.00
Nema 3 Electric	Site Electrical	\$2,662,125.00
Excludes S3 Pedestrian Lights + Musco Lights	Total Original GMP # 1 w/o CMAR's Soft Costs	\$7,280,128.00
	PCR 1 Tree Removal	\$9,080.00
	PCR 2 GMP 1 Plan Changes	\$191,399.50
	PCR 3 Credit Removal of Steel Casing	-\$28,109.00
	Total New GMP # 1 w/o CMAR's Soft Costs	\$7,452,498.50
Dean Construction	Site concrete	\$1,295,000.00
Dean Construction	Limestone Block Walls	\$181,045.00
Trans TexasTennis	Pickleball Courts	\$448,045.00
TenHagen Excavating	Moisture conditioning at Pickleball Court	\$97,600.00
Dean Construction	Fabric shade structure foundations	\$5,000.00
Robinson Fence	Fence	\$333,800.00
Robinson Fence	Backstop nets	\$245,000.00
Dean Construction	Bleacher shade structures	\$692,000.00
Dean Construction	Dugout metal roofs	\$140,000.00
Dean Construction	Entry Gateways	\$42,700.00
Dean Construction	Coit Road monument sign	\$18,100.00
Spinoff Construction	Restroom Concession Building	\$1,536,993.07
Southern Bleacher	Aluminum Bleacher seating	\$65,000.00
Dean Construction	Parking lot striping	\$28,000.00
Dean Construction	Dumpster Enclosure	\$52,800.00
Dean Construction	Ballfield Clay and Conditioner	\$143,100.00
Firefighters Landscape & Design	Irrigation system with Town water	\$650,000.00
Firefighters Landscape & Design	Landscape	\$200,000.00
Dean Construction	Fine grade	\$50,000.00
Dean Construction	Turf establishment	\$595,882.00
Childs Play	Playground	\$339,385.00
Dean Construction	Playground Shade Structure Foundation	\$4,800.00
Dean Construction	CXT Building at Playground	\$228,250.00
Dean Construction	Handrails/ guardrails/ OI fence	\$75,333.00
Dean Construction	Site amenities	\$362,200.00
J & J Inc	Site Masonry	\$122,500.00
Dean Construction	Construction Layout	\$55,000.00
Building & Earth	Testing Allowance	\$140,000.00
CMAR's Alternate (Reviewed/Appvd)	Credit for Players Benches Substituion Request	-\$80,000.00
Excludes Power Company Charges	Total GMP # 2 w/o CMAR's Soft Costs	\$8,067,533.07
	Total GMP #s 1 + 2 w/o CMAR's Soft Costs	\$15,520,031.57
	CMAR's Soft Costs	
	-	\$734 974 OO
	General Conditions (4.735%)	\$734,874.00 \$406,372.64
	Fee (2.5%) Owner's Contingency (Transferred from GMR 1)	
	Owner's Contingency (Transfered from GMP 1) Owner's Contingency (New Contingency for GMP 2)	\$728,312.80 \$517,358.99
	Total GMP #s 1 + 2 w/CMAR's Soft Costs	\$17,906,950.00
	Contract Tracking for Town of Prosper Team	
	Deduct GMP 1 (Already Approved by Town Council)	(\$8,543,775.91)
	Increase for GMP 2 (Town Council Considers 14 MAY)	\$9,363,174.09

Town of Prosper's Raymond Community Park GMP #2 - Attachment A - Itemized Guaranteed Maximum Price (Continued)

Cost Detail

Alternates to be Accepted or Rejected at Owner's Option (None of Which are Included in GMP #2)

Alt#	Source of the Alternate	<u>Alternate Description</u>		GCs @ 4.75%	FEE @ 2.5%	<u>Total</u>	Expiration Date
		GMP # 01 Alternate (Still Being Considered by Owner)					
2.01	Nema	GMP 1 Alternate S3 Poles (Pedestrian Lighting)	\$180,246.00	\$8,534.65	\$4,719.52	\$193,500.16	15-Aug-24
	CMAR's Voluntary Alternate Alternates (Not Shown in Attachments D - Drawings & E - Specifications; Under Reivew by Owner)						
GC 1.01	Robinson	Credit for Alternate Backstop Nets	-\$90,000.00	-\$4,261.50	-\$2,356.54	-\$96,618.04	14-Sep-24
		Alternates Shown in Attachments D - Drawings & E - Specifications					
2.01	Dean Construction	Concrete Enhancements	\$62,000.00	\$2,935.70	\$1,623.39	\$66,559.09	15-Sep-24
2.02	Dean Construction	Concrete trail along First Street	\$102,350.00	\$4,846.27	\$2,679.91	\$109,876.18	15-Sep-24
2.03	Dean Construction	CXT Building at Tennis/Pickleball	\$228,250.00	\$10,807.64	\$5,976.44	\$245,034.08	30-Jun-24
2.04	J&J Masonry	Stone Veneer at CXT Tennis	\$18,650.00	\$883.08	\$488.33	\$20,021.40	15-Aug-24
2.05	J&J Masonry	Stone Veneer at CXT Playground	\$18,650.00	\$883.08	\$488.33	\$20,021.40	15-Aug-24
2.06	Trans Texas Tennis	Tennis Courts	\$394,540.00	\$18,681.47	\$10,330.54	\$423,552.01	30-Aug-24
2.07	Ten Hagen	Subgrade Prep @ Tennis Courts	\$72,500.00	\$3,432.88	\$1,898.32	\$77,831.20	30-Aug-24
2.08	Childs Play	Fabric Shade structure at Pickleball	\$31,080.00	\$1,471.64	\$813.79	\$33,365.43	15-Aug-24
2.09	Dean Construction	Shade Structure at Playground	\$76,000.00	\$3,598.60	\$1,989.97	\$81,588.57	15-Aug-24
2.10	Dean Construction	First Street Monument Sign	\$12,270.00	\$580.98	\$321.27	\$13,172.26	15-Nov-24
2.11	Firefighters Landscape and Design	Irrigation using well water	\$287,000.00	\$13,589.45	\$7,514.74	\$308,104,19	15-Aug-24
2.12	THI	Water Well	\$599,710.00	\$28,396.27	\$15,702.66	\$643.808.93	15-Aug-24
2.13	Nema	Electrical Service to well	\$20,959.00	\$992.41	\$548.79	\$22,500.19	15-Aug-24
2.14	Firefighters Landscape and Design	Required additional landscaping	\$96,000.00	\$4,545.60	\$2,513.64	\$103,059.24	15-Aug-24
2.15	Dean Construction	Site Furnishings at batting cages	\$9,200.00	\$435.62	\$240.89	\$9,876,51	15-Sep-24
2.16	Dean Construction	Pedestrian Concrete at Tennis	\$15,000.00	\$710.25	\$392.76	\$16,103.01	15-Sep-24
2.17	Dean Construction	Site Furnishings at Tennis	\$8,600.00	\$407.21	\$225.18	\$9,232,39	15-Aug-24
2.18	Dean Construction	Painted Concrete at Tennis	\$2,500.00	\$118.38	\$65.46	\$2,683.83	15-Sep-24
2.19	Dean Construction	Batting Cages	\$177,663.00	\$8,412.34	\$4,651.88	\$190,727.23	15-Aug-24
2.20	Nema	Electrical at Playground pavillion	\$4,335.00	\$205.26	\$113.51	\$4,653.77	15-Aug-24
2.21	Dean Construction	Concrete trail at batting cages	\$25,150.00	\$1,190.85	\$658.52	\$26,999.37	15-Aug-24
2.22	J&J Masonry	Masonry at playground columns	\$15,300.00	\$724.46	\$400.61	\$16,425.07	15-Aug-24
2.21	Nema	Zap stand electrical	\$2,153.00	\$101.94	\$56.37	\$2,311.32	15-Aug-24



General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Raymond Community Park Prosper, TX

THE OWNER:

(Name, legal status and address)

Town of Prosper 250 W First Street Prosper, TX 75078

THE ARCHITECT:

(Name, legal status and address)

<u>Dunaway</u> 550 Bailey Ave, #400 Forth Worth, TX 76107

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O-CMAR Agreement GMP #2 Amendment Attachment C -General Conditions

ortant onsultation

pect to

its completion or modification.

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.1.1 In the event of conflict(s) between or among these A201 General Conditions for Construction and the A133 Owner-Construction Manager Agreement, and its Addendum, the precedence of controlling documents shall be as follows:

- .1 The Addendum to the A133 Owner-Construction Manager Agreement;
- .2 The A133 Owner-Construction Manager Agreement; and then
- .3 This Attachment "C" the A201 General Conditions of the Contract for Construction.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

- § 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

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§ 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.
- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

- § 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

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

promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

- § 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.
- § 3.8.2 Unless otherwise provided in the Contract Documents,
 - 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
 - whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- § 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's

failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

- § 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
 - .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts
- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed

construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- **§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
- **§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
 - .1 The change in the Work;
 - .2 The amount of the adjustment, if any, in the Contract Sum; and
 - .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

- As provided in Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
 - Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
 - .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or
 - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others:
 - Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
 - .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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

User Notes:

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ARTICLE 8 TIME

§ 8.1 Definitions

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

- § 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.
- § 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both,

under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

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

heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

- § 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to
 - .1 employees on the Work and other persons who may be affected thereby;
 - .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
 - .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.
- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

- § 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
- § 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.
- § 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals

and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and

replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

- § 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.
- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

- § 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.
- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
 - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
 - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
 - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
 - .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
 - .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - .1 cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

- § 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- § 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

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

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

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

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

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

- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if as the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. mediation. 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.order..
- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration (Intentionally Deleted)

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

delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. Not Used.

- § 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. Not Used.
- § 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. Not Used.
- § 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. Not Used.
- § 15.4.4 Consolidation or Joinder (Intentionally Deleted)
- § 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Not Used.
- § 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. Not Used.
- § 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement. Not Used.

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Chris Squadra, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 17:27:36 ET on 11/28/2023 under Order No. 2114490280 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201TM – 2017, General Conditions of the Contract for Construction, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)	
Chris Squadra, Principal (Title)	
28 NOV 2023	1

Attachment D- Specifications RAYMOND COMMUNITY PARK - PHASE I

RAYMOND COMMUNITY PARK – PHASE I PROSPER, TEXAS

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Master Project Schedule
Contractor Qualification Form
Sample Subcontract Agreement

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Attachment D- Specifications

RAYMOND COMMUNITY PARK – PHASE I PROSPER, TEXAS

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PROSPER, TEXAS

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16440-A	Disconnect Switches
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	5 5

Attachment D- Specifications RAYMOND COMMUNITY PARK - PHASE I PROSPER, TEXAS

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APPENDIX

Geotechnical Investigation Report



TOWN OF PROSPER, TEXAS PARKS AND RECREATION DEPARTMENT

April 03, 2024

ADDENDUM NO. 2

Thirty Seven (37) Pages

Raymond Community Park Phase 1: Bid Package #2

To: All Plan Holders of Record

From: Town of Prosper – Parks and Recreation Department (Kurt Beilharz) & Dunaway Associates (Arron Law)

Acknowledge receipt of the Addendum by inserting its number and date on the Proposal Form. This Addendum forms a part of the Contract Documents and modifies, amends, deletes, and/or adds to the Drawings and Project Manual as follows:

The following items are noted for clarification and information:

- 1. The unit specified for AHU-1 is a discontinued model. Can you provide a revised specification/model.
 - See attached cut sheet on the AVH243H vtac model to use.
- 2. Clarity for the limestone block benches in amenities line item on the bid form.
 - See attached revised Bid Form to move the limestone block benches to item 2 all other limestone products onsite.
- 3. CXT Building Clarification:
 - There is a list of upgrade options that I would like to clarify. It looks like the building ships with porcelain toilet urinal and sink. Are they wanting to have these be stainless steel?
 - Building should be specified as standard with no additional upgrades. Upgrades and selections will be chosen during the submittal process, if any.
 - o Is the urinal/toilet/sink to be electronic?
 - Fixtures should be specified and priced as standard with no additional upgrades. Upgrades and selections will be chosen during the submittal process, if any.
 - Should I match what is in the restroom at the concession stand?

Raymond Community Park Phase 1: Bid Package #2 Addendum No. 2

- i. Building should be specified and priced as standard with no additional upgrades. Upgrades and selections will be chosen during the submittal process, if any.
- For the prefab restroom buildings will the site electricians be bringing the power up to the building? Are we just responsible for the final connection?
 - i. The electrical to the CXT is in bid package #1 as well as the panels. This is not part of the current Bid Package scope.
- 4. Ballfield Restroom / Concession Building Clarifications:
 - Will the grading be done for the restroom/concession stand by others? It is my understanding that the flatwork would be by others, and we are only responsible for the building slab. I just need to verify the extent of grading we are responsible for.
 - i. The building will be graded to +/- a tenth by the site earthwork contractor. Per the bid form, the subgrade prep and grading for the building pad only, should be included within the Restroom Concession Building line item.
 - On page A1.2 I see a 3-comp sink. hand sinks and stainless open shelving. Will this be supplied by others? I cannot find specs on these items.
 - i. Please see attached updated plumbing set to include the specifications on the 3-comp sink.
 - On page E-2.1 it says to provide conceal low voltage wires required for electrifies hinges and hardware operation. None of the hardware specified shows to be electrified access control type hardware. Is this for future?
 - i. On sheet A1.1, we show doors 102A and 104A (men and women bathroom entry doors) using hardware set 4.
 - 1. HW-4
 - a. 2 Ea. Butt Hinges
 - b. 1 Ea. Electrified Hinge Ives, Through-Wire, 5 Knuckle
 - c. 1 Ea. Electrified Storeroom Lockset Schlage ND80EUPD
 - d. 1 Ea. Closer
 - e. 1 Ea. Wall Stop
 - f. 1 Set Silencers
 - g. 1 Ea. Threshold
 - h. 1 Ea. Weatherstrip
 - I wanted to verify that the buildings will not need to have a fire sprinklers or fire alarm.
 - i. Neither the concession or restroom building will be sprinkled and neither will have a fire alarm.

Raymond Community Park Phase 1: Bid Package #2 Addendum No. 2

- Page S6 detail S301- Is calling for the aluminum translucent polycarbonate panel system to be designed by others. I cannot find any more details regarding this system. Are we to have it designed?
 - i. Within the Division 8 spec of the specifications manual, Section 08840-A Plastic Glazing, you will see the information regarding:
 - 1. Multiwall UV Protected Sheet Polygal Standard
 - 2. Glazing Frame
 - 3. Glazing Accessories
- o For the restroom/concession stan I see panel L1 and the transformer are by others. Are the site electrocutions bringing the power from the transformer to the building? Are they providing any of the other panels on that building?
 - i. The bid item for the building lists all building service panels and transformers are by the site electrical contractor.

5. Construction Layout:

- Will the entire site layout be completed at one time or should additional mobilizations be anticipated in the lump sum pricing in sequence with the project progress?
 - i. The work will require sequencing the layout with the ongoing construction work. For this project, the layout will be broken down into 10 separate phases with a minimum of 10 different mobilization costs that should be included in the lump sum bid.
- Will this contract only require one placement of stakes for all layout? How will the contractor be re-imbursed for any re-staking of areas disturbed during construction activity?
 - i. Due to the nature of construction activities, the lump sum price should include laying out each area two times, such as once to adjust to grade and a second time to confirm fine grading in an area. Any further re-staking of areas previously staked twice will be a reimbursable cost.
- Does the hardscape include all concrete and structures on the project, including the buildings, all flatwork and trails, and all parking lot and drive areas? Does parking lot layout include bluetops at the various sub-grade levels with whiskers, denoting fire lanes and other depth changes throughout the parking lot?
 - Yes, the hardscape includes all of these areas of construction. The parking lot layout will require both the anticipated offset stakes denoting the layout and also bluetops with whiskers throughout the drive lanes and parking areas. The

Raymond Community Park Phase 1: Bid Package #2 Addendum No. 2

bluetops will be installed at the various sub-grade levels, denoting fire lanes and other paving depth changes accordingly.

- 6. Dumpster Enclosure Clarification:
 - o Please specify dumpster gate post size as it doesn't show on page L3.13.
 - i. Dumpster gate posts should be HSS 3"x3"x1/2" painted to match gates. See attached supplemental detail.

END OF ADDENDUM NO. 2



VERTICAL TERMINAL AIR CONDITIONER (VTAC) AND HEAT PUMP

Specifications and Accessories Catalog

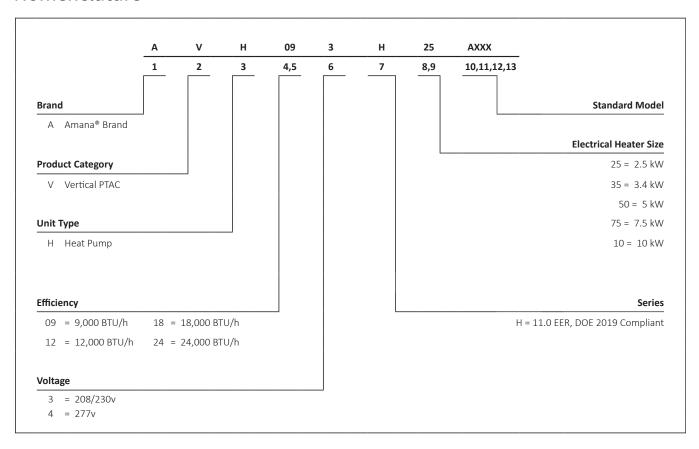


Premium Amana® Brand Quality Featuring DigiSmart® Web-Based Monitoring

Product Features

- Chlorine-free R-410A refrigerant
- Slinger ring technology
- Compressor restart delay
- Low-ambient lock-out
- Adjustable fresh air damper
- Telescoping exterior wall adapter
- Safety power disconnect
- Wall-mount thermostat
- Electrical disconnect
- Random unit restart
- Completed insulated cabinet for quiet operation
- "Ductable" to multiple rooms
- Secondary overflow drains
- 5 year limited warranty
- Corrosion resistant blue fin condenser coils

Nomenclature





AVH Model Specifications—Heat Pump/Electric Heat

									•
MODEL ^{1, 5, 6, 7}		AVH093H **AXXX	AVH094H **AXXX	AVH123H **AXXX	AVH124H **AXXX	AVH183H **AXXX	AVH184H **AXXX	AVH243H **AXXX	AVH244H **AXXX
Voltage ⁴		230 / 208	265	230 / 208	265	230 / 208	265	230 / 208	265
Capacity (BTU/h)		9,400 / 9,000	9,400	11,400 / 11,000	11,400	18,600 / 18,000	18,600	22,500 / 22,500	22,500
Amps ³		4.0 / 4.5	3.5	4.5 / 5.0	4.0	7.3 / 7.8	7.3	10.5/10.5	10.5
Watts ³		864 / 818	864	1,050 / 1,000	1,050	1,691 / 1,636	1,691	2,045	2,045
EER		11.0 / 11.0	11.3	11.0 / 11.0	11.0	11.0 / 11.0	11.1	11.0 / 11.0	11.0
Heater Size Options (kW)		2.5 / 3.4 / 5.0	2.5 / 3.4 / 5.0 / 7.5 / 10.0	2.5 / 3.4 / 5.0 / 7.5 / 10.0					
									-
	LOW	430	430	430	430	630	630	660	660
Indoor CFM at .10" ESP	HIGH	490	490	490	490	675	675	700	700
	LOW	410	410	410	410	595	595	615	615
Indoor CFM at .15" ESP	HIGH	470	470	470	470	640	640	665	665
	LOW	360	360	360	360	550	550	575	575
Indoor CFM at .20" ESP	HIGH	440	440	440	440	600	600	625	625
1	LOW	310	310	310	310	505	505	525	525
Indoor CFM at .25" ESP	HIGH	400	400	400	400	550	550	580	580
1	LOW	260	260	260	260	420	455	455	485
Indoor CFM at .30" ESP	HIGH	350	350	350	350	500	500	540	540
Maximum ESP (Inch of Water Coloumn)		0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
Ventilated Air, CFM (Fan Only) ²		60	60	60	60	60	60	60	60
Dimensions (W x D x H) (Inches)		23 x 23 x 32	23 x 23 x 47	23 x 23 x 47	23 x 23 x 52	23 x 23 x 52			
Shipping Dimensions (W x D x H) (Inches)		26 x 25 x 35	26 x 25 x 52	26 x 25 x 52	26 x 25 x 57	26 x 25 x 57			
Net Weight (lbs.)		142	144	147	149	190	192	225	227
Shipping Weight (lbs.)		164	166	169	171	216	218	251	253

Notes:

- 1. Tested in accordance with AHRI Standard 390-93 at 95°F DB/75°F WB OUTDOOR, 80°F DB/67°F WB INDOOR
- 2. Actual vent CFM performance will vary due ro application and installation conditions
- Refer to electric heat performance data for total MCA and recommended overcurrent protection. Amps and Watts notation refers to compressor only.
- 4. Minimum voltage on 230/208-volt models is 197 volts; maximum is 253 volts. Minimum voltage on 265-volt models is 239 volts; maximum is 292 volts.
- 5. Specify two-digit heater kW size to complete model number.
- 6. R-410A refrigerant used in all systems.
- 7. All specifications are subject to change without notice

AVH Model Specifications—Reverse-Cycle Heating Performance

HEATING CAPACITY 6, 5, 3, 4	AVH093H **AXXX	AVH094H **AXXX	AVH123H **AXXX	AVH124H **AXXX	AVH183H **AXXX	AVH184H **AXXX	AVH243H **AXXX	AVH244H **AXXX
Voltage ²	230 / 208	265	230 / 208	265	230 / 208	265	230 / 208	265
BTU/h	8,500 / 8,200	8,500	10,800 / 10,500	10,800	17,000 / 16,500	17,000	19,500	19,500
Amps ¹	3.6	3.1	4.5	3.7	7.0	6.1	9.2	9.2
Watts ¹	730	730	940	940	1,480	1,480	1,732	1,732
СОР	3.3 / 3.3	3.3	3.2 / 3.3	3.3	3.3 / 3.3	3.3	3.3 / 3.3	3.3

Notes:

- 1. Refer to electric heat performance data for total MCA and recommended overcurrent protection. Amps and Watts notation refers to compressor only.
- 2. Minimum voltage on 230/208-volt models is 197 volts; maximum is 253 volts. Minimum voltage on 265-volt models is 239 volts; maximum is 292 volts.
- 3. Specify two-digit heater kW size to complete model number.
- 4. R-410A refrigerant used in all systems.
- 5. Tested in accordance with AHRI standard 390-93 at 47°F DB/43°F WB OUTDOOR, 70°F DB/60°F WB INDOOR
- 6. All specifications are subject to change without notice

AVH09-AVH18 Model Specifications—Electric Heat Performance

	ELECTRIC HEATER				TOTAL	TOTAL	MIN. CIRCUIT	MOP (AMPS) ¹	Power Cord
	SIZE (KW)	@ 230V	@ 230V	AMPS	AMPACITY 1				
230 / 208V	2.5 / 2.1	8,500	7,000		2,500 / 2050	12.0 / 11.1	15	15	Hardwired
230 / 208V	3.4 / 2.8	11,600	9,500		3,400 / 2,780	16.0 / 14.6	19.9	20	Hardwired
230 / 208V	5.0 / 4.1	17,000	13,900		5,000 / 4090	22.9 / 20.9	28.6	30	Hardwired
265V	2.5			8,500	2,500	10.5	13.1	15	Hardwired
265V	3.4			11,600	3,400	13.9	17.4	20	Hardwired
265V	5			17,000	5,000	19.9	24.9	30	Hardwired

Notes:

- 1. Minimum branch circuit ampacity ratings conform to the National Electric Code; however, local codes should apply.
- 2. Minimum voltage on 230/208-volt models is 197 volts; maximum is 253 volts. Minimum voltage on 265-volt models is 239 volts; maximum is 292 volts.
- 3. All specifications are subject to change without notice

AVH24 Model Specifications—Electric Heat Performance

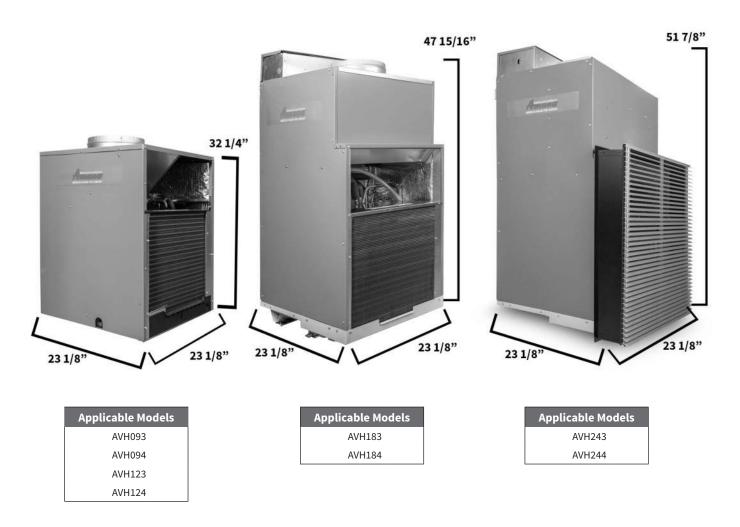
ELECTRIC VOLTAGE ^{2,3} HEATER	ELECTRIC HEATER	ito ilitaz rizarino			TOTAL	TOTAL	MIN. CIRCUIT	MOP	Power Cord
	SIZE (KW)	@ 230V	@ 208V	@ 265V	WATTS	AMPS	AMPACITY 1	(AMPS) 1	
230 / 208V	2.5 / 2.1	8,500	7,000		2,500 / 2050	12.3 / 11.3	15.4	20	Hardwired
230 / 208V	3.4 / 2.8	11,600	9,500		3,400 / 2,780	16.2 / 14.8	20.3	25	Hardwired
230 / 208V	5.0 / 4.1	17,000	13,900		5,000 / 4090	23.1 / 21.1	29.0	30	Hardwired
230 / 208V	7.5 / 6.1	25,600	20,900		7,500 / 6,135	34.0 / 30.9	42.6	45	Hardwired
230 / 208V	10.0 / 8.2	34,100	27,900		10,000 / 8,180	44.9 / 40.7	56.1	60	Hardwired
265V	2.5			8,500	2,500	10.8	13.6	20	Hardwired
265V	3.4			11,600	3,400	14.2	17.48	20	Hardwired
265V	5			17,000	5,000	20.3	25.4	30	Hardwired
265V	7.5			25,600	7,500	29.7	37.2	40	Hardwired
265V	10			34,100	10,000	39.1	49.0	50	Hardwired

Notes:

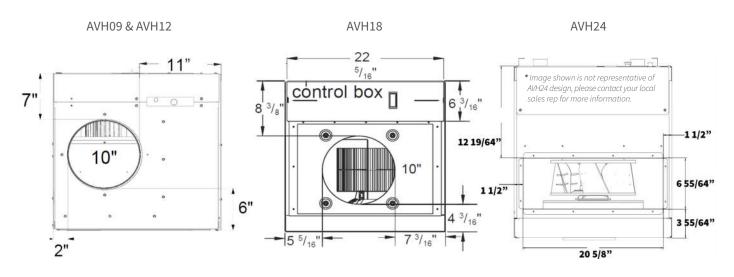
- 1. Minimum branch circuit ampacity ratings conform to the National Electric Code; however, local codes should apply.
- 2. Minimum voltage on 230/208-volt models is 197 volts; maximum is 253 volts. Minimum voltage on 265-volt models is 239 volts; maximum is 292 volts.
- 3. All specifications are subject to change without notice



Unit Dimensions



Unit Top View Dimensions



Accessories

EXTERIOR WALL ADAPTOR Two-part sleeve that telescopes in and out from 5 1/2"		3/8" high x 24 1/8" wide DNS: 30 7/8" high x 24 5/8" wide	_
to 8" in depth for AVEWA05-08A and 8" to 14" in depth for AVEWA08-14A. The wall adapter sits inside the exterior wall penetration.	AVEWA05-08A	Exterior wall adapter that telescopes from 5 1/2" to 8" as required.	
	AVEWA08-14A	Exterior wall adapter that telescopes from 8" to 14" as required.	
ARCHITECTURAL LOUVER	DIMENSIONS: 31	1/16" high x 25 9/16" wide	
Extruded aluminum louver that attaches to the outdoor section of the wall adapter.	AVAGK01CB	Anodized Aluminum	
·	AVAGK01TB	Stonewood Beige	
	AVAGK01DB	Dark Bronze	
	AVAGK01WB	Amana White	
	AVAGK01SB	Custom Color	
ACCESS PANEL/RETURN AIR GRILLE Serves as an access panel to chassis and interior		" high x 29" wide Sous: 55 3/4" high x 27" wide	
return air grille. A field-supplied (25" x 20") filter can be mounted inside the hinged access door. Kit contains hinge bracket for mounting the door with the return	AVLWP01A-L	Access Panel/Return Air Grille Hinge pre-installed on left side.	
air openings high or low on the door for optimal sound attenuation. For 9,000/12,000/18,000 BTU models, it is recommended to install the door with the hinge on the right side and the return air openings high on the door.	AVLWP01A-R	Access Panel/Return Grille. Hinge pre-installed on right side.	
Accessory Drain Pan/Kit Both left and right-hand connections available. REQUIRED FOR LARGE FRAME VTAC INSTALLATIONS. AVH18 & AVH24	AVDK18-2401B	For "H" Series Units Accessory Drain Pan/Kit	
FIRST COMPANY SLEEVE ADAPTER Designed as a welded adapter allows retrofit of AVH09 and AVH12 units into existing First Company SPXR series SPVU wall sleeve and louver. Not available for AVH18 & AVH24 models.	AVAKFC01A	First Company Sleeve Adapter for AVH09 & AVH12 units	
DIGITAL WALL THERMOSTAT 3" backlit display with 2 speed fan operation, temperature limiting, and adjustable field calibration	PHWT-A150H	Digital Wall Thermostat	Armiano Services
DIGITAL WALL THERMOSTAT Auto-Changeover and/or Programmable Digital Wall Thermostat - 4 1/4" backlit display with 2 speed fan operation, temperature limiting, and adjustable field calibration	PHWT-A200	Digital Wall Thermostat	12 ad. A. V.

Accessories Contd.



Wireless RF Energy Management Controls Eden Energy Managements Controls operating on 2.4 Ghz 802 15.4 Radio Frequency allows units to be configured for energy management. You can also control and monitor your entire property with the optional DL01G Web enabled platform.

DS01G	Thermostat: 2-way ² Communications
DD01E	Occupancy Sensor: EMS Activation ²
GT01H	Generic Radio Antena/ Router³
DD01F	Door Switch: EMS Activation ²
DP01G	Web-enabled Platform Server
DL01G	Web-enabled Platform Server Link BAC-NET capable
DR01G	Mesh Repeater ¹
DL01G-SERIEAL	Serial Repeater ¹





A legacy of comfort

The impeccable reputation of an American original

Amana heating and cooling systems are a part of the enduring legacy of one of America's most recognized and respected brands. Originating eight decades ago in Amana, Iowa, the brand is synonymous with long-lasting, premium-quality products — from home appliances to heating and air conditioning equipment. Chances are, you and generations before you have enjoyed the dependable performance and longevity the Amana brand continues to deliver.







Call your Amana brand PTAC sales representative at 800-647-2982 for complete details.

Before purchasing this appliance, read important information about its estimated annual energy consumption, yearly operating cost, or energy efficiency rating that is available from your retailer.

www.amana-ptac.com

SECTION 00 3000

BID FORM

Raymond Community Park Prosper, Texas

Bid Of	
Address	
Town/State/Zip	_
Date of Bid Opening	
Telephone #	
Fax #	-
E-mail	

TO DEAN CONSTRUCTION

c/o THE TOWN OF PROSPER, TEXAS (Location of receipt of bids is for the convenience of Dean Construction and the Bidders only; this is not a Town of Prosper procurement process):

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and all other resources necessary to successfully complete the Work as defined in the Contract Documents for the Raymond Community Park Phase 2, in the Town Of Prosper, Texas, for the following prices, which prices are clearly and definitely understood, shall include, without limitation, all construction materials and equipment as set out in the basis of payment in these contractual documents and maintaining same as required by the detailed specifications.

Bidders may bid on one or more items on the same bid form.

Each bid item must be bid complete and without alterations.

Bidders must complete the Contractor Qualifications Section 00 4150 and return with the bid.

Bid Package	Unit	Description and Price in Words	PRICE IN I	FIGURES *
No.	Offic	Description and Frice in Words	Unit Price	Total
INIT DDIO	- DID			
INIT PRIC	E BID			
		Base Bid Items		
1	LS	Site Concrete Complete in place per plans, specs, and addenda Includes: 1. Excavation 2. Subgrade prep 3. Lime where indicated 4. Backfill from onsite stockpile 5. Trail/walkways 6. Plaza paving 7. Vehicular paving from parking to / through plaza 8. Concrete bleacher seating 9. H/C ramps/ detectable warning plates 10. Dugouts 11. Concrete steps 12. Retaining wall/foundations / waterproofing 13. Dugout walls/foundations 14. Mow strips 15. Fence/mow strips 16. Playground border 17. Footings for masonry columns 18. Drainage at retaining walls 19. Install embeds furnished by others 20. Saw/jointing per plans 21. Sealing 22. Backstop beams/walls 23. Bench pads 24. Paving under shade structures 25. Concrete flumes 26. Zap stand foundation All work to meet the Town of Prosper standards & specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of		*

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	Al	Complete in place per plans, specs, and addenda Includes 1. Excavation 2. Concrete footing 3. Limestone blocks 4. Stainless Steel Pins 5. Installation 6. Contoxille fobric	s (conun	uea)
2	LS	6. Geotextile fabric 7. Drainage/gravel 8. Backfill from on-site material 9. Limestone Block Benches including foundations All work to meet the Town of Prosper standards & specifications	\$	\$
		Clean up – dress up Dispose of spoils and trash for the lump sum price of		
		Work will be completed in calendar days from Notice to Proceed. Pickleball Courts only Complete in place per plans, specs, and addenda		
	7	Includes: 1. Foundation design 2. Fine grade from ± .10' 3. Courts 4. Fence 5. Windscreens 6. Pickleball equipment 7. Striping/surfacing Lighting by others		
3	LS	Subgrade prep by others All work to meet the Town of Prosper standards and specifications Clean up – dress up and backfill for the lump sum price of	\$	\$
		Dollars and NO cents.		
		Work will be completed in calendar days from Notice to Proceed.		

	Al	Tagana Antonio /see peringation:	s (conun	uea)
		Complete in place per plans, specs, and addenda Includes: 1. Subgrade prep per geotechnical report to 1" PVR		
4	LS	All work to meet the Town of Prosper standards and specifications	\$	\$
		Clean up – dress up Dispose of spoils and trash		
		for the lump sum price of		
		Dollars and NO cents.		
		Work will be completed in calendar days from Notice to Proceed.		
5		Foundations only for fabric shade structures at Tennis and Pickleball Courts Complete in place per plans, specs, and addenda Includes: 1. Foundations only 2. Anchor bolts Extra care should be used when using equipment on post-tension courts or drilling / sawing courts		
	LS	All work to meet the Town of Prosper standards and specifications	\$	\$
		Clean up – dress up Dispose of spoils and trash		
		for the lump sum price of		
		Dollars and NO cents.	ON	
		Work will be completed in calendar days		

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	All	Complete in place per plans, specs, and addenda Includes: 1. Chain link fence/gates 2. Post footings 3. Dugouts 4. Foul poles 5. Fence Topper 6. Custom Print Windscreen 7. Windscreen 8. Ameristar Fencing	s (conun	uea)
6	LS	Batting cage fencing by others Concrete mow strip and backstop beams (walls) by others Backstop nets/poles by others Dugout roofs by others	\$	\$
		All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of		
		Dollars and NO cents.		
	4.1	Work will be completed in calendar days from Notice to Proceed.		
7	LS	Backstop nets Complete in place per plans, specs, and addenda Includes: 1. Engineering 2. Poles /foundations 3. Cabling 4. Hardware 5. Nets 6. Installation Bleacher Shade Poles By Others Backstop beams/walls by others All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of Dollars and NO cents.	S	\$
		Work will be completed in calendar days		
		from Notice to Proceed.		

	At	福岡内外の内まtructure かけのではCation Complete in place per plans, specs, and addenda	s (contin	ued)
		Includes: 1. Piers/pier caps or spread footings 2. Structural steel shelters 3. Metal roof 4. Installation 5. Paint		
		Electrical by others		
8	LS	All work to meet the Town of Prosper standards and specifications	\$	\$
		Clean up – dress up Dispose of spoils and trash		
		for the lump sum price of		
		Dollars and NO cents.		
		Work will be completed in calendar days from Notice to Proceed.		
		Dugout roof (metal roofing) Complete in place per plans, specs, and addenda Includes:		
	4	Steel framing Metal roof Paint		
		Fence posts by others		
9	LS	All work to meet the Town of Prosper standards and specifications	\$	\$
	40	Clean up – dress up Dispose of spoils and trash	ON	
		for the lump sum price of		
		Dollars and NO cents.		
		Work will be completed in calendar days from Notice to Proceed.		

			/	
10	LS	Complete in place per plans, specs, and addenda Includes: 1. Concrete footings 2. Anchor bolts 3. Structural steel 4. Sign Lettering 5. Metal Bands attached to fence with sign hardware 6. Ornamental gates 7. Paint All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s (contin	s \$
11	Ls	Coit Road Monument Sign Complete in place per plans, specs, and addenda Includes: 1. Foundation 2. Structural Steel 3. Sign Lettering 4. Stacked Quarry Blocks 5. Paint All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

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12	Ls	Complete in place per plans, specs, and addenda Include: Building pad excavation and prep (per geo tech) All electrical building service panels and transformers are to be furnished and installed by the site electrical contractor. All electrical components from the building panels are to be furnished and installed by the building electrical contractor. Connect to sewer, storm drainage, and water 10' from the building. All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash	s (contin	s s
		for the lump sum price of Dollars and NO cents. Work will be completed in calendar days from Notice to Proceed.		
13	LS	Aluminum Bleacher Seating Complete in place per plans, specs, and addenda Includes: 1. Bleacher seating at fields 2,3 & 4 2. Spectator seating 3. Portable Bleachers for field 1 All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
14	LS	Parking lot striping & signage Complete in place per plans, specs, and addenda Includes: pressure wash for lines, striping, H/C logo and stripes, wheel stops, fire lane striping, turn lane striping, Barricading, H/C signs, and poles. All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
		Work will be completed in calendar days from Notice to Proceed.		

	 	techmont D. Chadification	0 /000tio	uod\
	A	Complete in place per plans, specs, and addenda Include: 1. Excavation 2. Subgrade prep 3. Grade beams 4. Slab 5. Masonry 6. Bollards 7. Gates	S (COITUIT	uea)
15	LS	All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of Dollars and NO cents. Work will be completed in calendar days from Notice to Proceed.	\$	\$
	7	Ballfield Clay / conditioner Complete in place per plans, specs, and addenda Include: 1. Subgrade prep / fine grade 2. Ballfield Clay 3. Infield Conditioner 4. Processing 5. Pitching rubbers 6. Home plates 7. Bases including inserts		
16	LS	All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of		\$

17	LS	Complete in place and operational per plans, specs, and addenda Include: 1. A complete and operational irrigation system 2. Backflow prevention 3. Booster Pump 4. Irrigation controllers 5. Sleeving 6. Trench backfill/compaction 7. Performance/payment bonds Irrigation tap and meter by others Electrical power to pump and controllers by others All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s (contin	s \$
18	LS	Landscape Furnish and install all components per plans, specs, and addenda Include: 1. Trees 2. Shrubs 3. Ground cover 4. Bed Prep 5. Mulch 6. Planting soils 7. Brazos River Rock 8. Moss Boulder Edge 9. Weed barrier fabric 10. Landscape drains 11. Staking 12. Performance/payment bonds Artificial turf by others The installer shall maintain plants, trees, and shrubs until accepted by the owner All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

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19	LS	Complete in place per plans, specs and addenda Includes: 1. Fine grade for the entire site 2. Backfill all work 3. Minor swale work 4. Repair erosion 5. Work as needed or as directed by the CMR for the duration of the job 6. One operator for forty hours per week for twelve months 7. Equipment as needed 8. Laborers as needed for hand work to maintain site grading All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s (contin	s \$
20	LS	Turf establishment Furnish and install per plans, specs, and addenda Include: 1. Fine grade 2. Round up and prep all areas to receive turf 3. Sod 4. Hydromulch 5. Temporary grass as required for stabilization 6. Temporary irrigation Fertilize the turf at least two times, mow, and edge at least 8 times or until the owner accepts the site. All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

Attachment D - Specifications (continued) Committee in place per plans, specs, and addenda Includes: 1. Excavation 2. Subgrade prep 3. Filter fabric 4. Equipment and installation 5. Standard playground footings 6. Compacted stone 7. Poured-in-place surfacing 8. Wood fibar surfacing 9. Artificial turf 10. Drainage gravel 11. Subsurface drainage to 10' outside playgrounds 12. Provide ASTM &/or CPSC, and IPEMA compliance documentation for all surfacing and play equipment. 21 LS Playground Border by others The specifications note one playground manufacturer as the basis of design, and two others as approved equals. Other (firm(s)) that can meet the basis of design requirements are encouraged to provide their bid(s) as part of this solicitation process. All work to meet the Town of Prosper standards and specifications Clean up - dress up Dispose of spoils and trash for the lump sum price of Dollars and NO cents. Work will be completed in calendar days from Notiae to Proceed. 1. Piers/pier caps or spread footlings 2. Anchor bolts All work to meet the Town of Prosper standards and specifications 22 LS Clean up - dress up Dispose of spoils and trash for the lump sum price of Dollars and NO cents. Work will be completed in calendar days from Hother town of Prosper standards and specifications S Clean up - dress up Dispose of spoils and trash for the lump sum price of Dollars and NO cents. Work will be completed in calendar days from Hother Droceed.		A 11			1)
The specifications note one playground manufacturer as the basis of design, and two others as approved equals. Other firm(s) that can meet the basis of design requirements are encouraged to provide their bid(s) as part of this solicitation process. All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of		Att	Includes: 1. Excavation 2. Subgrade prep 3. Filter fabric 4. Equipment and installation 5. Standard playground footings 6. Compacted stone 7. Poured-in-place surfacing 8. Wood fibar surfacing 9. Artificial turf 10. Drainage gravel 11. Subsurface drainage to 10' outside playgrounds 12. Provide ASTM &/or CPSC, and IPEMA compliance documentation for all surfacing	s (contin	ued)
and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	21	LS	The specifications note one playground manufacturer as the basis of design, and two others as approved equals. Other firm(s) that can meet the basis of design requirements are encouraged to provide their bid(s) as part of this	\$	\$
Work will be completed in calendar days from Notice to Proceed. Playground Shade Structure Foundation Only Complete in place per plans, specs, and addenda Include: 1. Piers/pier caps or spread footings 2. Anchor bolts All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of Dollars and NO cents. Work will be completed in calendar days			and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	ON	
Playground Shade Structure Foundation Only Complete in place per plans, specs, and addenda Include: 1. Piers/pier caps or spread footings 2. Anchor bolts All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price ofDollars and NO cents. Work will be completed in calendar days			Work will be completed in calendar days		
\$\$ Clean up – dress up Dispose of spoils and trash for the lump sum price of Dollars and NO cents. Work will be completed in calendar days			Playground Shade Structure Foundation Only Complete in place per plans, specs, and addenda Include: 1. Piers/pier caps or spread footings 2. Anchor bolts All work to meet the Town of Prosper standards		
Dollars and NO cents. Work will be completed in calendar days	22	LS	Clean up – dress up Dispose of spoils and trash	\$	\$
Work will be completed in calendar days					
			Work will be completed in calendar days		

	<u> </u>	tachmontuDSpecification	e (contin	uod)
23	LS	Complete in place per plans, specs, and addenda Includes: 1. Subgrade Prep 2. Underground plumbing and electric including connection to building 3. Utility connection within 5' of the building 4. Furnish and install the CXT building All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$ (COITHII)	s \$
24	LS	from Notice to Proceed. Handrails/guardrails/ornamental iron fence/Barrier rails Complete in place per plans, specs, and addenda Includes all handrails, guardrails, ornamental railing, embeds, sleeves, railing at h/c seats, ornamental guardrail, rail mounting brackets, paint, and installation. All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

	Att	a care and install per plans, specs, and addenda	s (contin	ued)
		Includes: 1. Litter Receptacles 2. Picnic Tables 3. Removable bollards 4. Players benches 5. Bat Racks 6. Backstop wall padding		
25	LS	Extra care should be used when using equipment on post-tension courts or drilling / sawing courts All work to meet the Town of Prosper standards	\$	\$
		and specifications Clean up – dress up Dispose of spoils and trash		
		for the add alternate price of		
		Dollars and NO cents. Work will be completed in calendar days from Notice to Proceed.		
		Site Masonry Complete in place per plans, specs, and addenda Include: 1. Masonry Columns at Bleacher Shade Structures All work to meet the Town of Prosper standards		
26	LS	and specifications Clean up – dress up Dispose of spoils and trash	\$	\$
		for the lump sum price ofDollars and NO cents.		
		Work will be completed in calendar days from Notice to Proceed.		
		Construction Layout Complete in place per plans, specs, and addenda Include: 1. Hardscape layout 2. Utility Layout 3. Fence layout All work to meet the Town of Prosper standards and specifications		
27	LS	Clean up – dress up Dispose of spoils and trash	\$	\$
		for the lump sum price ofDollars and NO cents.		
		Work will be completed in calendar days from Notice to Proceed.		

LS	Concrete enhancements (stain/ special finish) Complete in place per plans, specs and addenda Includes: 1. Enhanced finishes on concrete installed by others 2. Decorative sawing All work to meet the Town of Prosper standards and specifications		
	Clean up – dress up and backfill for the lump sum price of	\$	\$
	Concrete Trail Along First Street		
LS	Includes: 1. Excavation 2. Subgrade prep 3. Concrete trail 4. Backfill with onsite material All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
LS	CXT Building at Tennis / Pickleball Courts Complete in place per plans, specs, and addenda Includes: 1. Subgrade Prep 2. Underground plumbing and electric including connection to building 3. Utility connection within 5' of the building 4. Furnish and install the CXT building All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
		Dollars and NO cents. Work will be completed in	Dollars and NO cents. Work will be completed in

	Att	30 阿角姆林 如中verpe Ciff 阿姆拉伊	s (contin	ued)
		Complete in place per plans, specs, and addenda Includes: 1. Masonry stone veneer		
		Foundation by others		
Alt 2.4	LS	All work to meet the Town of Prosper standards and specifications	\$	\$
		Clean up – dress up Dispose of spoils and trash		
		for the lump sum price of		
		Dollars and NO cents.		
		Work will be completed in calendar days from Notice to Proceed		
		Add 36" masonry stone veneer at CXT Building At Playground Area		
		Complete in place per plans, specs, and addenda Includes:		
		1. Masonry stone veneer		
		All work to meet the Town of Prosper standards and specifications		
Alt 2.5	4	Clean up – dress up	\$	\$
		Dispose of spoils and trash		
		for the lump sum price of		
		Dollars and NO cents.		
		Work will be completed in calendar days from Notice to Proceed.	ON	
		Tennis courts Complete in place per plans, specs, and addenda		
		Includes: 1. Foundation design		
		2. Excavation 3. Courts		
		4. Fence		
		5. Windscreens6. Tennis equipment		
		7. Striping/surfacing Lighting by others		
Alt 2.6	LS	Subgrade prep by others	\$	\$
		All work to meet the Town of Prosper standards and specifications		
		Clean up – dress up and backfill		
		for the lump sum price of		
		Dollars and NO cents.		
		Work will be completed in calendar days from Notice to Proceed.		

Alt 2.7	At t	Complete in place per plans, specs, and addenda Includes: 1. Subgrade prep per geotechnical report to 1" PVR Clean up – dress up Dispose of spoils and trash All work to meet the Town of Prosper standards and specifications	s (contin	ued)
		for the lump sum price of Dollars and NO cents. Work will be completed in calendar days from		
		Notice to Proceed. Fabric Shade Structures at Tennis and Pickleball		
Alt 2.8	LS	Courts Complete in place per plans, specs, and addenda Includes: 1. Furnish and install four shade structures 2. Foundations 3. Anchor bolts Extra care should be used when using equipment on post-tension courts or drilling / sawing courts All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
Alt 2.9		Shade Structure At Playground Complete in place per plans, specs, and addenda Includes: 1. Classic Recreation 18' x 30' Cheyenne Model Shade Structure or approved equal 2. Installation 3. Masonry columns Foundation by others All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

Alt 2.10	LS	Complete in place per plans, specs, and addenda Includes: 1. Foundation 2. Large Stone Slabs 3. Stacked Quarry Blocks 4. Lettering All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s (contin	ued)
Alt 2.11	LS	Irrigation system using lake water Complete in place and operational per plans, specs, and addenda Include: 1. A complete and operational irrigation system using dirty water valves 2. Irrigation controllers 3. Sleeving 4. Trench backfill/compaction 5. Performance/payment bonds 6. Submersible pump system with lake level and well control system. Electrical power to pump and controllers by others All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
Alt 2.12	LS	Notice to Proceed. Water Well Complete in place per plans, specs, and addenda Includes: 1. A water well able to supply 190 GPM Electrical service to well by others All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

	⊢ At	taehment Dowspecification	s (contin	neq)
ALT 2.13	LS	pump Complete in place per plans, specs, and addenda Includes: 1. Electrical to the water well a 200 amp / 480 volt service for a 60 HP motor. 2. Electrical to the submersible irrigation pump All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash	\$	\$
		for the lump sum price of		
		Work will be completed in calendar days from Notice to Proceed.		
Alt 2.14	LS	Alternate Landscape as Indicated on Plans Furnish and install all components per plans, specs, and addenda Include: 1. Trees 2. Shrubs 3. Ground cover 4. Bed Prep 5. Mulch 6. Planting soils 7. Brazos River Rock 8. Moss Boulder Edge 9. Weed Barrier fabric 10. Landscape drains 11. Staking 12. Performance/payment bonds The installer shall maintain plants, trees, and shrubs until accepted by the owner	\$	\$
		All work to meet the Town of Prosper standards and specifications Clean up – dress up		
		Dispose of spoils and trash for the lump sum price of		
		Dollars and NO cents.		
		Work will be completed in calendar days from Notice to Proceed.		

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	Att	All work to meet the Town of Prosper standards	s (contin	uea)
Alt 2.15	LS	and specifications Clean up – dress up Dispose of spoils and trash	\$	\$
		for the lump sum price of		
		Dollars and NO cents. Work will be completed in calendar days from		
		Notice to Proceed.		
Alt 2.16	LS	Pedestrian Concrete at Tennis Complete in place per plans, specs, and addenda Includes: 1. Excavation 2. Subgrade prep 3. Backfill form onsite stockpile 4. Concrete identified on page L1.21A All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$ 	\$
Alt 2.17	LS	Site Furnishings at Tennis Complete in place per plans, specs, and addenda Includes: 1. Furnish and install benches 2. Identified on page L1.21A All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

	At	Complete in place per plans, specs, and addenda Includes: 1. Paint on Concrete installed by others 2. Identified on page L1.21A All work to meet the Town of Prosper standards and specifications	s (contin	ued)
Alt 2.18	LS	Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
		Dollars and NO cents. Work will be completed in calendar days from Notice to Proceed.		
		Batting Cage with Artificial Turf Complete in place per plans, specs, and addenda Includes: 1. Excavation 2. Subgrade prep 3. Concrete foundation 4. Artificial turf 5. Batting cage system per specs 6. Chain link fence		
Alt 2.19	LS	All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
		Dollars and NO cents. Work will be completed in calendar days from Notice to Proceed.	ON	
Alt 2.20	LS	Electrical at Playground Pavilion Complete in place per plans, specs, and addenda Includes: 1. Underground 2. Lighting 3. Plugs All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
		Work will be completed in calendar days from Notice to Proceed.		

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Alt 2.21	LS	Complete in place per plans, specs, and addenda Includes: 1. Excavation 2. Subgrade prep 3. Backfill form onsite stockpile All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s (contin	uea)
		Notice to Proceed. Masonry at Playground Columns		
Alt 2.22	LS	Complete in place per plans, specs, and addenda Includes: 1. Masonry columns at playground shade structure All work to meet the Town of Prosper standards and specifications Clean up – dress up	\$	\$
		Dispose of spoils and trash for the lump sum price of		
Alt 2.23	LS	Zap Stand Electrical Complete in place per plans, specs, and addenda Includes: 1. Electrical to the Zap Stand All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
		Dollars and NO cents. Work will be completed in calendar days from Notice to Proceed.		

Attachment D - Specifications (continued)

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/services upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on or to influence any person or persons to bid or not to bid thereon.

Name of Bidder:	
Address of Bidder:	
Telephone Number:	Fax:
E-mail address:	
Ву:	(print name)
Title:	Federal ID#/SSN#:
Signature:	
Acknowledgement of Addenda: #1#2	#3 #4 #5
State of	
County of	
Before me,	(insert the name and character of the officer),
	,
	, known to me (or proved to me through
	on of identity card or other document) to be the
person whose name is subscribed to the foreg	oing instrument and acknowledged to me that they
executed the same for the purposes and consider	deration therein expressed.
Given under my hand and seal of office on this	day of (month),
(year).	
(Personalized Seal)	
Notary Public's Signature	

	FIXTURE DA	ATA			СО	G FIXTU INNECTION	DAT	Ά		
ITEM II	EQUIP. & FIXTURES	MFG./ MODEL #	S O I	V E N	T R AP	INDIRECT WASTE	,	WATI	ER	REMARKS
	BACK FLOW		L	1	-		1	HW	TW	
BFP1	PREVENTER THERMOSTATIC	WATTS/ 007	<u> </u>	<u> </u>	-	-	2"	Ŀ	<u> </u>	DOUBLE CHECK VALVE ASSEMBLY
TMV	MIXING VALVE EXTERIOR GRADE	LAWLER/ 570	-	-	-	-	1/2"	1/2"	1/2	BRONZE BODY MIXING VALVE, TEMPERATURE SET FOR 110°F. MAX.
GCO	CLEANOUT	JOSAM/ 58680-CO4	-	-	-	-	-	ŀ	<u> </u>	PROVIDE WITH 4" NO-HUB CLEANOUT. INSTALL IN 4" THICK CONCRETE PAD.
FCO	FLOOR CLEANOUT		<u> </u>	-	-	-	·	ļ ·	┞-	CAST IRON FLOOR CLEANOUT WITH BRASS TOP.
FD-1	FLOOR DRAIN	WADE/ 3" W1100A	3"	2"	3"	-	-	<u> </u>	<u> </u>	REST ROOM FLOOR DRAIN WITH BRONZE GRATE
TD-1	FLOOR DRAIN	ZURN/Z-890	3"	2"	4"	-	-	<u> </u>	-	STAINLESS STEEL TRENCH DRAIN WITH STAINLESS STEEL TOP
NEWH	FREEZE PROOF	IOSAM 71200	<u> </u>	<u> </u>	~~~	~~~	12"	<u> </u>	<u> </u>	FREEZE PROOF WALL HYDRANT LEAD FREE BRONZE WITH VACUUM INTEGRAL BREAKER
S-1	SINK ADA/TAS	ADVANCE TABCO/ 7-PS-20	1½"	11/2"	11/2"	-	1/2"	-	1/2	SINGLE COMPARTMENT 304 STAINLESS STEEL, 14 GAUGE, 14.5"x9.5", 5" DEEP, POLISHED TO NO. 4 FINISH. ADVANCE TABCO K-210 FAUCET, 4" O.C. DECK MOUNTED LEVER HANDLES, GOOSENECK OUTLET, ELKAY SINK STRAINER LK35, MCGUIRE LOOSE KEY STOPS, 17 GAUGE P-TRAP WITH CLEANOUT AND CHROME SET SCREW ESCUTCHEON.
S-2	SINK ADA/TAS	ADVANCE TABCO/ FE-3-1812-18R-X	1½"	11/2"	11/2"	-	½ "	½ "	-	THREE COMPARTMENT 304 STAINLESS STEEL, 14 GAUGE, POLISHED TO NO. 4 FINISH. T&S B-2367 FAUCET, 4" O.C. DECK MOUNTED LEVER HANDLES, GOOSENECK OUTLET, ELKAY SINK STRAINER LK35, MCGUIRE LOOSE KEY STOPS, 17 GAUGE P-TRAP WITH CLEANOUT AND CHROME SET SCREW ESCUTCHEON.
S-3	WALL HUNG SERVICE SINK	JUST/ A-18665	2"	11/2"	11/4"	-	½ "	1/2"	-	14 GA. TYPE 304 S.S., WALL HUNG, SINGLE BOWL, 23"x18 №", JUST JVB-1200 FAUCET SET, VACUUM BREAKER AND LEVER HANDLES, J-35 SINK DRAIN
MS-1	MOP SINK	FIAT/MSB2424	2"	2"	2"	-	1/2"	½ "	-	MOLDED-STONE MOP SERVICE BASIN, WHITE WITH STAINLESS STEEL STRAINER, DRAIN BODY AND LINT BASKET. WITH FIAT 830-AA COMBINATION FITTING WITH VACUUM BREAKER, 3/4" HOSE THREAD ON SPOUT, PAIL HOOK, WITH LEVER HANDLES, INTEGRAL STOPS, AND WALL BRACE.
L-1	LAVATORY ADA/TAS	SLOAN/ EL GR-82000	2"	11/2"	11/4"		1/2"		1/2	RECTANGULAR BOWL, 60"X22"X5" LAVATORY SLOANSTONE. FURNISH SLOAN FAUCET, SF-2100, DECK MOUNTED SPOUT AND SHUTOFF VALVE MOUNTED IN CHASE, WITH POWER PACK. PROVIDE GRID STRAINER, NO. 1110 ELBOW DRAIN FITTING WITH TUBING DRAIN TO WALL AND NO. 1116, 1 1/4" P-TRAP WASTE FOR MOUNTING IN CHASE. INSULATE ALL EXPOSED PIPING WITH "TRUBPO LAV-GAURD" INSULATION KIT NO. 101. INSTALLATION SHALL COMPLY WITH ALL ADA REQUIREMENTS FOR MOUNTING HEIGHTS AND CLEARANCES.
WC-1	WATER CLOSET	ACORN/ 1675	3"	2"	1	-	1"	-	-	BOWL: 1.6 GALLONS PER FLUSH, ELONGATED TOILET FABRICATED FROM TYPE 304 STAINLESS STEEL WITH 14 GAGE CABINET, BOWL, AND FLUSHING RIM AND 16 GAGE TRAP COVERS. WELDS SHALL BE GROUND SMOOTH WITH EXTERIOR SURFACES POLISHED TO NO. 4 SATIN FINISH. TOILET SHALL BE SIPHON JET TYPE WITH ELONGATED BOWL AND SELF -DRAINING RIM WI TH HINGED PLASTIC SEAT. TRAP SHALL PASS 2 5/8 INCH BALL. EXTERIOR OF TRAP SHALL BE FULLY ENCLOSED. INTERIOR COATED WITH FIRE RESISTANT SOUND DEADENING COATINGS. FIXTURE SHALL WITHSTAND LOADING TO 2000 POUNDS WITH NO MEASURABLE DEFLECTION AND UTO 5000 POUNDS WITH NO PERMANENT DAMAGE. COMPLETE WITH 1500 SERIES WALL SLEEVE FOR CONCRETIBLOCK WALLS. FLUSH VALVE: SLOAN MODEL OPTIMA 152 ES-S, CONCEALED WATER CLOSET FLUSHOMETER, NON-HOLD-OPIINTEGRAL SOLENOID OPERATOR. ROUGH BRASS FOR 1 INCH IPS WHEEL HANDLE BACK -CHEK ANGLE STOP, ADJ USTABLE TAILPIECE, VACUUM BREAKER, ELBOW FLUSH CONNECTION AND SPUD COUPLING FOR 1 INCH CONCEALED BACK SPUD. INCLUDE SWEAT SOLDER ADAPTER. OPTIMA EL-1500 SELF-ADAPTIVE INFRARED SENSOR, WITH 120V TRANSFORMER, MOUNTED TO ONE SIDE OF URINAL AT MAXIMUM 44 INCHES ABOVE FINISHED FLOOR.
WC-2	HANDICAPPED WATER CLOSET ADA/TAS	ACORN/ 1675	3"	2"	-	-	1"	1	-	SAME AS WC-1, EXCEPT ADD SUFFIX (-HC) FOR HANDICAPPED HEIGHT ADJUSTMENT.
UR-1	URINAL	ACORN/ 1707	2"	2"	•	-	3/4"	-	1	URINAL: WALL -HUNG STRADDLE URINAL WITH WASHOUT FLUSHING N AND CONTINUOUS FOUR -WALL FLUSHING RIM; 14 GAGE TYPE 304 STAINLESS STEEL WITH EXPOSED SURFACE, POLISHED TO NO. 4 SATIN FINISH. EXPOSED WELDS SHALL BE GROUND SMOOTH, CONSTRUCTION SHALL BE FREE OF VISIBLE VOIDS, SEAMS, AND CREVICES. TRAP SHALL PROVIDE 2 ½ INCH SEAL AND SHALL PASS 1.9 INCH BALL. FIXTURE SHABE FITTED WITH BEEHIVE DOME STRAINER. BACK AND UNDERSIDE OF FIXTURE SUPPLIED WITH SOUND DEADENING FIRE RESISTANT MATERIAL. NO. 1500 WALL SLEEVE FOR CONCRETE BLOCK WALL. UNIT SHALL EDESIGNED FOR BACK SUPPLY. PROVIDE PIPE FITTINGS IN CHASE. FLUSH VALVE: SLOAN MODEL OPTIMA 194 ES-S, CONCEALED URINAL FLUSHOMETER, NON-HOLD-OPEN INTEGRAL SOLENOID OPERATOR. ROUGH BRASS FOR 3/4 INCH IPS WHEEL HANDLE BACK -CHEK ANGLE STO ADJ USTABLE TAILPIECE, VACUUM BREAKER, ELBOW FLUSH CONNECTION AND SPUD COUPLING FOR 3/4 INCCONCEALED BACK SPUD. INCLUDE SWEAT SOLDER ADAPTER. OPTIMA EL-1500 SELF-ADAPTIVE INFRARED SENSOR, WITH 120V TRANSFORMER, MOUNTED TO ONE SIDE OF URINAL AT MAXIMUM 44 INCHES ABOVE FINISHED FLOOR.
UR-2	URINAL	ACORN/ 1707	2"	2"	-	-	¾"	-	-	SAME AS UR-1, EXCEPT ADD SUFFIX (-HC) FOR HANDICAPPED HEIGHT ADJUSTMENT.
EWC-1	WATER COOLER	ELKAY/ EZWS-EDFP217K	2"	2"	-	-	1 /2"	-	-	ADA RATED DRINKING FOUNTAIN, EZH20 BOTTLE FILLER, AND BARRIER FREE, TWO UNITS MOUNTED AT HEIGHTS AS SHOWN ON DRAWINGS. HIGH UNIT SHALL BE STANDARD DEPTH. SATIN FINISH STAINLESS STEEL. SELF CLOSING PUSHBAR, AND AUTOMATIC STREAM REGULATOR. COOLING SYSTEM: REMOTE CHILLER REFRIGERATION SYSTEM, ELKAY, ER101Y, SHALL BE HERMETICALLY SEALED AND SHALL EMPLOY A 1/5 HP, 115 VOLT, SINGLE PHASE, 60 HZ MOTOR RATED AT 4.5 AMPERES. REFRIGERATED WATER COOLER; SHALL DELIVER 10.0 GPH O F 50 ° WATER AT 90 ° AMBIENT AND 80 ° INLET WATER, SHALL BE UL LISTED AND COMPLY WITH ARI STANDARD 1010 -84; HALSEY -TAYLOR NO. SJ5 -Q. P -TRAPS: MCGUIRE 8872 CAST BODY WITH TUBULAR WALL BEND AND ESCUTCHEON; 1 ½ -INCH BY 1 ½ -INCH, 17 GAGE. STOPS: MCGUIRE 167LK SUPPLIES WITH LOOSE KEY STOPS 3/8 -INCH NOMINAL BY ½ -INCH OUTSIDE DIAMETER.

WATER CLOSET HANDLES TO BE OPPOSITE SIDE FROM GRAB BARS. REFER TO ARCHITECTURAL SHEETS FOR FIXTURE MOUNTING HEIGHTS.

DESIGNATION	WH-1	WH-2, & 3	
YPE	INSTANTANEOUS	INSTANTANEOUS	
GALLONS OF STORAGE	-	-	
SPH REC. • 100°F RISE	_	-	
GAS INPUT	_	-	
(W INPUT	16.6	4.1	
FLUE SIZE	-	-	
OLTS/PHASE	208V/1ø	208V/1ø	
TANK DIAMETER			
MANUFACTURER	EEMAX	EEMAX	
MODEL NO.	EX1608T2	EX4208TS	
RFMARKS		1	

1. PROVIDE 0.5 GPM AERATORS ON FAUCET, PROVIDE ISOLATION VALVE, SERVICE FOR TWO LAVS, AND SET DISCHARGE TEMPERATURE MIN. AT 105 °F AND MAX AT 110 °F.

AIR HANDLING	UNIT SCHE	EDULE
DESIGNATION	AHU—1	
TYPE	VERTICAL	
C.F.M.	800	
O.A. C.F.M. (MIN.)	50	
O.A. C.F.M. (MAX.)	50	
FAN	4 /4	1
H.P.	1/4	
VOLT/PHASE	208/1ø	
E.S.P. (IN. W.G.)	.5	
COOLING COIL		
ENT. AIR (DB/WB DEG. F)	80/67	
ENT. AIR (DB/WB DEG. F) LVG. AIR (DB/WB DEG. F)	56/57	
TOTAL CAPACITY (MBH)	23,100	
,	·	
HEATING COIL		
ENT. AIR (DB/WB DEG. F)	60/90	
TOTAL CAPACITY (MBH)	22,400	
KW	10	
FILTERS		
THICKNESS	1"	
TYPE	TA	
MAX. VEL. (F.P.M.)	500	
•		
MANUFACTURER	AMANA	
MODEL NO.	VTH-243E10	
REMARKS	1.	

1. PROVIDE WITH WALL SLEEVE, THERMOSTAT, WALL GRILLE, AND FILTER RACK.

APE ENGINEERING

TBPE #F- 13391 1340 Dove Drive Midlothian, Texas 76065 P: 972351.7550 www.ruslaquey@yahoo.com

INTERIOR DESIGN

DESIGNED BY: DRAWN BY: CHECKED BY: MARCH 07, 2024

TYPE INLINE TOTAL C.F.M. 800 TOTAL S.P. (IN. W.G.) .5 MOTOR H.P. 1/6 DRIVE TYPE DIRECT VOLT/PHASE 120V/1ø SONES 11.4 MANUFACTURER COOK MODEL NO. 120SQIOD REMARKS 1 ACCESSORIES	DESIGNATION	EF-#1	
TOTAL C.F.M. TOTAL S.P. (IN. W.G.) MOTOR H.P. DRIVE TYPE DIRECT VOLT/PHASE 120V/1ø SONES 11.4 MANUFACTURER MODEL NO. REMARKS 1 ACCESSORIES 1000 800 1/6 DIRECT 1/6 DIRECT 1/8 1/8 1/8 1/8 1/8 1/8 1/8 1/	SERVES	TOILETS	
TOTAL C.F.M. 800 TOTAL S.P. (IN. W.G.) .5 MOTOR H.P. 1/6 DRIVE TYPE DIRECT VOLT/PHASE 120V/1ø SONES 11.4 MANUFACTURER COOK MODEL NO. 120SQIOD REMARKS 1 ACCESSORIES - -	TYPE	INLINE	
TOTAL S.P. (IN. W.G.) MOTOR H.P. DRIVE TYPE DIRECT VOLT/PHASE 120V/1ø SONES 11.4 MANUFACTURER MODEL NO. REMARKS 1 ACCESSORIES - - -	TOTAL C.F.M.		
DRIVE TYPE DIRECT VOLT/PHASE 120V/1ø SONES 11.4 MANUFACTURER COOK MODEL NO. 120SQIOD REMARKS 1 ACCESSORIES - - - - -	TOTAL S.P. (IN. W.G.)	_	
VOLT/PHASE 120V/1ø SONES 11.4 MANUFACTURER COOK MODEL NO. 120SQIOD REMARKS 1 ACCESSORIES - - - - -	MOTOR H.P.	1/6	
SONES 11.4 MANUFACTURER COOK MODEL NO. 120SQIOD REMARKS 1 ACCESSORIES - - - <td></td> <td>DIRECT</td> <td></td>		DIRECT	
MANUFACTURER COOK MODEL NO. 120SQIOD REMARKS 1 ACCESSORIES - - - - -	VOLT/PHASE	120V/1ø	
MODEL NO. 120SQIOD REMARKS 1 ACCESSORIES -		11.4	
REMARKS 1 ACCESSORIES		COOK	
ACCESSORIES – – – – – – – – – – – – – – – – – – –		120SQI0D	
		1	
OTES:	ACCESSORIES	_	
		_	
NOTES:		_	
	NOTES:		

ERVES	TOILET CHASE	CTODAGE DOOM	
	- I CILLI OTIAGE	STORAGE ROOM	
HEATING			
NPUT (MBH)		_	
OUTPUT (MBH)	17,065	17,065	
K.W.	3	3	
MOTOR			
C.F.M.	420	420	
I.P.	1/20	1/20	
OLTS/PHASE	208v/1ø	208v/1ø	
CONTROLS	THERMOSTAT	THERMOSTAT	
IANUFACTURER	REZNOR	REZNOR	
IODEL NO.	AEUH-3-1-24	AEUH-3-1-24	
REMARKS	1	1	
IOTES:			

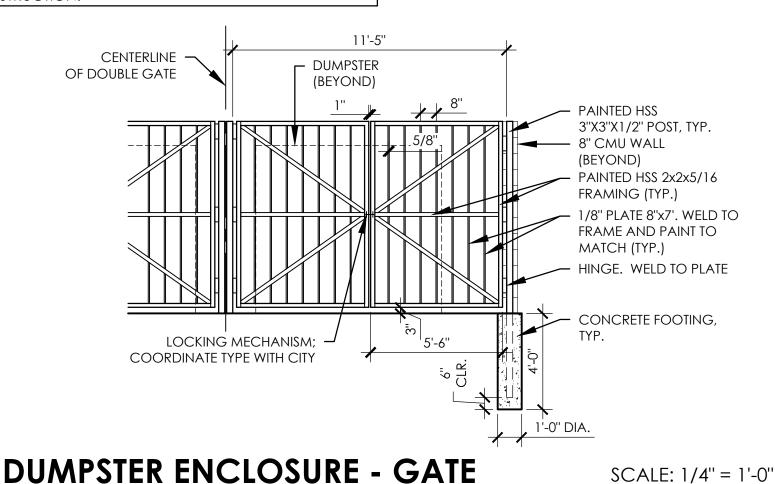
AIR DEVICE SCHEDULE			
TYPE	'A'	' B'	
MODULE SIZE	24X24	24X12	
NECK SIZE	SEE PLANS	SEE PLANS	
FLOW RATE (C.F.M.)	SEE PLANS	SEE PLANS	
NECK VELOCITY (F.P.M.)	700	700	
N.C. LEVEL	30	30	
MANUFACTURER	TITUS	TITUS	
MODEL NO.	TMSAA	25RL	
DESCRIPTION	LOUVERED	LOUVERED	
	SUPPLY AIR	RETURN AIR	
	DIFFUSER	GRILLE	
	_	_	
REMARKS	1,2,3,5	1,2,3	

- 1. MOUNTING FRAMES SHALL BE COMPATIBLE WITH CEILING TYPE.
- 2. PROVIDE OPPOSED BLADE DAMPER.
- 3. PROVIDE OFF-WHITE FINISH.
- 4. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- 5. ALL CEILING DIFFUSERS ARE 4-WAY DISCHARGE, UNLESS OTHERWISE INDICATED ON PLANS.

Attachment D - Specifications (continued)

NOTES:

- 1. CONTRACTOR TO ENSURE GATE IS PER ALL APPLICABLE CODES/SPECIFICATIONS.
- 2. ALL METAL MEMBERS TO BE PAINTED. CONTRACTOR TO SUBMIT COLORS FOR LANDSCAPE ARCHITECT APPROVAL.
- 3. PROVIDE SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION.



BP1 BP2 NO. SHEET NAME

* INDEX SHEET INDEX

C1.12 DIMENSION CONTROL - AREA 12 SITE PLAN * L3.04 SITE DETAILS - 4 C1.13 DIMENSION CONTROL - AREA 13 * L3.05 SITE DETAILS - 5 PLAT FINAL PLAT C1.14 DIMENSION CONTROL - AREA 14 * L3.06 SITE DETAILS - 6 GN.00 GENERAL NOTES C1.15 DIMENSION CONTROL - AREA 15 * * L3.07 SITE DETAILS - 7 GN.01 TOWN GENERAL NOTES - 1 C1.16 DIMENSION CONTROL - AREA 16 * L3.08 SITE DETAILS - 8 GN.02 TOWN GENERAL NOTES - 2 C1.17 DIMENSION CONTROL - AREA 17 * L3.09 SITE DETAILS - 9 GN.03 TOWN GENERAL NOTES - 3 * L3.10 SITE DETAILS - 10 C1.18 DIMENSION CONTROL - AREA 18 LO.00 OVERALL EX. CONDITIONS & DEMO PLAN * L3.11 SITE DETAILS - 11 C1.19 DIMENSION CONTROL - AREA 19 LO.01 EX. CONDITIONS & DEMO PLAN - AREA 1 * L3.12 PLAYGROUND DETAILS LO.02 EX. CONDITIONS & DEMO PLAN - AREA 2 C2.01 PROPOSED TYPICAL SECTIONS * L3.13 SITE DETAILS - 13 C2.02 PROPOSED TYPICAL SECTIONS L0.03 EX. CONDITIONS & DEMO PLAN - AREA 3 * L3.14 SITE DETAILS - 14 LO.04 EX. CONDITIONS & DEMO PLAN - AREA 4 C2.03 PROPOSED TYPICAL SECTIONS * L3.15 SITE DETAILS - 15 C2.04 PAVING PLAN L0.05 EX. CONDITIONS & DEMO PLAN - AREA 5 * L3.16 SITE DETAILS - STRUCTURAL NOTES C2.05 PAVING PLAN LO.06 EX. CONDITIONS & DEMO PLAN - AREA 6 * L3.17 SITE DETAILS - STRUCTURAL NOTES 2 C2.06 PAVING PLAN L0.07 EX. CONDITIONS & DEMO PLAN - AREA 7 * L3.18 SITE DETAILS - STRUCTURAL L0.08 EX. CONDITIONS & DEMO PLAN - AREA 8 C2.07 PAVING PLAN * L3.19 SITE DETAILS - STRUCTURAL C3.01 EXISTING DRAINAGE AREA MAP LO.09 EX. CONDITIONS & DEMO PLAN - AREA 9 * L4.00 OVERALL PLANTING PLAN LO.10 EX. CONDITIONS & DEMO PLAN - AREA 10 C3.02 PROPOSED DRAINAGE AREA - OVERALL * L4.01 PLANTING PLAN - AREA 1 LO.11 EX. CONDITIONS & DEMO PLAN - AREA 11 C3.03 PROPOSED DRAINAGE AREA - DETAILED AREA 13 * L4.02 PLANTING PLAN - AREA 2 LO.12 EX. CONDITIONS & DEMO PLAN - AREA 12 C3.04 PROPOSED DRAINAGE AREA - DETAILED AREA A4 & B4 * L4.03 PLANTING PLAN - AREA 3 LO.13 EX. CONDITIONS & DEMO PLAN - AREA 13 C3.05 PROPOSED DRAINAGE AREA - DETAILED AREA B3 & B5 C3.06 DRAINAGE CALCULATIONS * L4.04 PLANTING PLAN - AREA 4 LO.14 EX. CONDITIONS & DEMO PLAN - AREA 14 * L4.05 PLANTING PLAN - AREA 5 LO.15 EX. CONDITIONS & DEMO PLAN - AREA 15 C3.07 DRAINAGE CALCULATIONS * L4.06 PLANTING PLAN - AREA 6 C3.08 DRAINAGE CALCULATIONS LO.16 EX. CONDITIONS & DEMO PLAN - AREA 16 * L4.07 PLANTING PLAN - AREA 7 C3.09 DRAINAGE CALCULATIONS LO.17 EX. CONDITIONS & DEMO PLAN - AREA 17 C3.10 DRAINAGE CALCULATIONS * L4.08 PLANTING PLAN - AREA 8 LO.18 EX. CONDITIONS & DEMO PLAN - AREA 18 C4.00 STORM DRAIN PLAN LAYOUT * L4.09 PLANTING PLAN - AREA 9 LO.19 EX. CONDITIONS & DEMO PLAN - AREA 19 C4.01 STORM DRAIN A STA 0+00 TO 4+00 * L4.10 PLANTING PLAN - AREA 10 LO.20 TREE PRESERVATION DETAILS C4.02 STORM DRAIN A STA 4+00 TO END * L4.11 PLANTING PLAN - AREA 11 L1.00 SITE ORIENTATION PLAN C4.03 STORM DRAIN A LATERAL PROFILES * L4.12 PLANTING PLAN - AREA 12 L1.01 LAYOUT PLAN - AREA 1 C4.04 SITE DRAIN A1 & A2 (LANDSCAPE DRAINAGE) * L4.13 PLANTING PLAN - AREA 13 * L1.02 LAYOUT PLAN - AREA 2 C4.05 SITE DRAIN A3 (LANDSCAPE DRAINAGE) * L4.14 PLANTING PLAN - AREA 14 L1.03 LAYOUT PLAN - AREA 3 C4.06 STORM DRAIN B STA 0+00 TO END * L4.15 PLANTING PLAN - AREA 15 L1.04 LAYOUT PLAN - AREA 4 C4.07 STORM LATERAL B4 STA 0+00 TO END * L4.16 PLANTING PLAN - AREA 16 L1.05 LAYOUT PLAN - AREA 5 C4.08 STORM DRAIN B LATERALS * L4.17 PLANTING PLAN - AREA 17 * L1.06 LAYOUT PLAN - AREA 6 C4.09 SITE DRAIN B1 (LANDSCAPE DRAINAGE) * L4.18 PLANTING PLAN - AREA 18 * L1.07 LAYOUT PLAN - AREA 7 C4.10 DETENTION POND A (SHEET 1 OF 2) * L4.19 PLANTING PLAN - AREA 19 L1.08 LAYOUT PLAN - AREA 8 C4.11 DETENTION POND A (SHEET 2 OF 2) * L4.20 PLANTING NOTES & DETAILS * * L1.09 LAYOUT PLAN - AREA 9 C4.12 DETENTION POND B * L1.10 LAYOUT PLAN - AREA 10 * * L5.00 OVERALL IRRIGATION PLAN C4.13 DETENTION POND C L5.01 IRRIGATION PLAN - AREA 1 * L1.11 LAYOUT PLAN - AREA 11 C5.01 EROSION CONTROL PLAN (SHEET 1 OF 2) IRRIGATION PLAN - AREA 2 * L1.12 LAYOUT PLAN - AREA 12 C5.02 EROSION CONTROL PLAN (SHEET 2 OF 2) L5.03 IRRIGATION PLAN - AREA 3 * L1.13 LAYOUT PLAN - AREA 13 C5.03 EROSION CONTROL NOTES & DETAILS (1 OF 2) L5.04 IRRIGATION PLAN - AREA 4 * L1.14 LAYOUT PLAN - AREA 14 C5.04 EROSION CONTROL NOTES & DETAILS (2 OF 2) L5.05 IRRIGATION PLAN - AREA 5 L1.15 LAYOUT PLAN - AREA 15 C6.00 WATER PLAN LAYOUT L5.06 IRRIGATION PLAN - AREA 6 L1.16 LAYOUT PLAN - AREA 16 C6.01 12-IN WATER LINE A STA 0+00 TO STA 4+00 IRRIGATION PLAN - AREA 7 L1.17 LAYOUT PLAN - AREA 17 C6.02 12-IN WATER LINE A STA 4+00 TO 8+50 L5.08 IRRIGATION PLAN - AREA 8 L1.18 LAYOUT PLAN - AREA 18 C6.03 12-IN WATER LINE A STA 8+50 TO 13+00 IRRIGATION PLAN - AREA 9 L5.09 * L1.19 LAYOUT PLAN - AREA 19 C6.04 12-IN WATER LINE A STA 13+00 TO END * L1.20 CONCESSION PLAZA ENLARGEMENT L5.10 IRRIGATION PLAN - AREA 10 C6.05 12-IN WATER LINE B STA 0+00 TO 4+50 * L1.21 PICKLEBALL COURT ENLARGEMENT IRRIGATION PLAN - AREA 11 C6.06 12-IN WATER LINE B STA 4+50 TO END * L1.21A TENNIS & PICKLEBALL COURT ENLARGEMENT L5.12 IRRIGATION PLAN - AREA 12 C6.07 2-IN WATER LINE C STA 0+00 TO END * L1.22 PLAYGROUND ENLARGEMENT L5.13 IRRIGATION PLAN - AREA 13 C7.00 SANITARY SEWER PLAN LAYOUT * L1.23 PLAYGROUND SECTIONS L5.14 IRRIGATION PLAN - AREA 14 C7.01 PACKAGED LIFT STATION CRITERIA L2.00 OVERALL GRADING PLAN L5.15 IRRIGATION PLAN - AREA 15 C7.02 SANITARY SEWER GRAVITY LINE 1 STA 0+00 TO STA 5+50 GRADING PLAN - AREA 1 IRRIGATION PLAN - AREA 16 C7.03 SANITARY SEWER GRAVITY LINE 1 STA 5+50 TO STA 10+00 L2.02 GRADING PLAN - AREA 2 IRRIGATION PLAN - AREA 17 C7.04 SANITARY SEWER GRAVITY LINE 1 STA 10+00 TO END GRADING PLAN - AREA 3 IRRIGATION PLAN - AREA 18 C7.05 FORCEMAIN LINE 1 STA 0+00 TO STA 6+00 GRADING PLAN - AREA 4 L5.19 IRRIGATION PLAN - AREA 19 C7.06 FORCEMAIN LINE 1 STA 5+50 TO STA 12+00 **IRRIGATION NOTES & DETAILS** GRADING PLAN - AREA 5 C7.07 FORCEMAIN LINE 1 STA 12+00 TO END IRRIGATION DETAILS GRADING PLAN - AREA 6 C8.01 STANDARD DETAILS GRADING PLAN - AREA 7 L5.22 IRRIGATION DRIP & PUMP DETAILS C8.02 STANDARD DETAILS GRADING PLAN - AREA 8 L5.23 IRRIGATION DATA CHARTS C8.03 STANDARD DETAILS GRADING PLAN - AREA 9 C0.00 PROJECT LAYOUT AND CONTROL PLAN C8.04 STANDARD DETAILS L2.10 GRADING PLAN - AREA 10 C0.01 CIVIL LEGENDS C8.05 STANDARD DETAILS GRADING PLAN - AREA 11 C1.01 DIMENSION CONTROL - AREA 1 C8.06 STANDARD DETAILS L2.12 GRADING PLAN - AREA 12 C1.02 DIMENSION CONTROL - AREA 2 C8.07 STANDARD DETAILS GRADING PLAN - AREA 13 C1.03 DIMENSION CONTROL - AREA 3 C8.08 STANDARD DETAILS GRADING PLAN - AREA 14 C1.04 DIMENSION CONTROL - AREA 4 ELECTRICAL SYMBOL LEGEND C1.05 DIMENSION CONTROL - AREA 5 L2.15 GRADING PLAN - AREA 15 SE-1 SITE PLAN - ELECTRICAL SERVICE GRADING PLAN - AREA 16 C1.06 DIMENSION CONTROL - AREA 6 GRADING PLAN - AREA 17 SITE PLAN - LIGHTING C1.07 DIMENSION CONTROL - AREA 7 L2.18 GRADING PLAN - AREA 18 4 PLEX PLAN - ELECTRICAL C1.08 DIMENSION CONTROL - AREA 8 L2.19 GRADING PLAN - AREA 19 PICKLEBALL / TENNIS COURTS PLAN - ELECTRICAL C1.09 DIMENSION CONTROL - AREA 9 L3.01 SITE DETAILS - 1

C1.10 DIMENSION CONTROL - AREA 10

BP1 BP2

* L3.03 SITE DETAILS - 3

Attachment E- Drawings

C1.11 DIMENSION CONTROL - AREA 11

SECURITY CONDUIT ROUTING PLAN

BP1 BP2

BP1 BP2 ELECTRICAL RISER DIAGRAMS SE-7 ELECTRICAL PANEL SCHEDULES ELECTRICAL DETAILS A0.0 LIFE SAFETY PLAN * A0.1 TAS DETAILS OVERALL FLOOR PLAN & RCP * A1.1 FLOOR PLAN * A1.2 RCP, ROOF PLAN AND ELEVATIONS * A2.0 ELEVATIONS * A2.1 BUILDING SECTIONS BUILDING AND WALL SECTIONS * A2.3 SECTION DETAILS SECTION AND DETAILS * A3.0 DETAILS * A4.0 4PLEX BLEACHER CANOPY * A5.0 BLEACHER CANOPIES + DUGOUT COVERS MP-1.1 MECHANICAL AND PLUMBING RESTROOM BUILDING PLANS MP-2.1 MECHANICAL FLOOR PLAN RESTROOM BUILDING PLANS * MP-2.2 PLUMBING FLOOR PLAN RESTROOM BUILDING PLANS * MP-3.1 MECHANICAL AND PLUMBING DETAILS AND RISERS * MP-4.1 MECHANICAL AND PLUMBING SCHEDULES * E-1.1 ELECTRICAL RESTROOM BUILDING PLANS POWER FLOOR PLAN RESTROOM BUILDING PLANS * E-2.2 LIGHTING FLOOR PLAN RESTROOM BUILDING PLANS ELECTRICAL RISER AND SCHEDULES RESTROOM BUILDING PLANS STRUCTURAL GENERAL NOTES

BID PACKAGE #1 - PREVIOUSLY BID ALTERNATES **BID PACKAGE #1 - PREVIOUSLY BID** 1.1. POWDER COAT MUSCO POLES EROSION CONTROL SWPPP PLAN 1.2. S3 LIGHT POLES DEMO & EARTHWORK • TREE PROTECTION & TEMPORARY FENCE • SITE UTILITIES UTILITIES FOR CXT BUILDING AT PICKLEBALL SHALL BE INSTALLED AND CAPPED BELOW GRADE WITHIN 5' OF FUTURE LOCATION. AS-BUILT LOCATIONS TO BE PROVIDED BY CONTRACTOR. • FIRE LANE & VEHICULAR PARKING

• SITE ELECTRICAL - PRIMARY CONDUIT, ELECTRICAL SERVICE, AND TRANSFORMERS - SPORTS LIGHTING - SCOREBOARDS - PARKING LOT LIGHTING - PEDESTRIAN LIGHTS - WALKWAY LIGHTS - SECURITY LIGHTS - SIGN LIGHTING - IRRIGATION CONTROLLERS - SHADE STRUCTURE LIGHTS - FIBER OPTIC AND TELEPHONE CONDUITS - MUSCO EQUIPMENT IRRIGATION SLEEVES FOR PARKING / FIRELANE ONLY

FOUNDATION PLAN

ROOF FRAMING PLAN

FOUNDATION SECTIONS AND DETAILS

ROOF FRAMING SECTIONS AND DETAILS

ROOF FRAMING SECTIONS AND DETAILS

DUGOUT STRUCTURAL PLAN AND DETAILS

BLEACHER COVER STRUCTURAL PLAN AND DETAILS

BID PACKAGE #2

DUGOUT ROOF

 SITE CONCRETE LIMESTONE BLOCK WALLS • PICKLEBALL COURTS INCLUDING MOISTURE

CONDITIONING AND SELECT FILL FOUNDATIONS FOR FABRIC SHADE STRUCTURES FENCE BACKSTOP NETS BLEACHER SHADE STRUCTURE

 ENTRY GATEWAYS COIT ROAD MONUMENT SIGN RESTROOM CONCESSION BUILDING ALUMINUM BLEACHER SEATING PARKING LOT STRIPING & SIGNAGE

 DUMPSTER ENCLOSURE IRRIGATION SYSTEM (TOWN WATER SOURCE) LANDSCAPE

 FINE GRADE / MAINTENANCE TURF ESTABLISHMENT PLAYGROUND

 FOOTING FOR PLAYGROUND SHADE STRUCTURE PLAYGROUND CXT BUILDING HANDRAILS / GUARDRAILS / ORN. IRON FENCE

 SITE AMENITIES SITE MASONRY

BID PACKAGE #2 - ALTERNATES

2.6. TENNIS COURTS

2.12. WATER WELL

ELECTRICAL

2.1. CONCRETE ENHANCEMENTS

2.3. CXT BUILDING AT PICKLEBALL W/ UTILITY HOOKUP

2.4. MASONRY STONE AT PICKLEBALL CXT

2.5. MASONRY STONE AT PLAYGROUND CXT

2.7. MOISTURE CONDITIONING / SELECT FILL

2.9. SHADE STRUCTURE AT PLAYGROUND

2.13. WATER WELL / SUBMERSIBLE PUMP

2.14. LANDSCAPE AS NOTED ON PLANS

2.16. PEDESTRIAN CONCRETE AT TENNIS

2.17. SITE FURNISHINGS AT TENNIS

SHADE STRUCTURE

2.23. ZAP STAND ELECTRICAL SERVICE

2.15. SITE FURNISHINGS AT BATTING CAGES

2.18. PAINTED CONCRETE AT TENNIS PLAZA

2.20. ELECTRICAL AT PLAYGROUND PAVILION

2.22. STONE COLUMN WRAP AT PLAYGROUND

2.21. PEDESTRIAN CONCRETE TO BATTING CAGES

2.19. BATTING CAGES W/ ARTIFICIAL TURF

2.11. IRRIGATION SYSTEM (WELL CONNECTION)

2.2. CONCRETE TRAIL (FIRST ST.)

AT TENNIS COURTS

TENNIS COURTS

2.8. FABRIC SHADE STRUCTURES AT

2.10. FIRST STREET MONUMENT SIGN

1

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JOB NO. 7691.00 DESIGNED BY: DRAWN BY:

MARCH 07, 2024

INDEX

* * L3.02 SITE DETAILS - 2

Attachment E- Drawings (continued)



TOWN OF PROSPER, TEXAS PARKS AND RECREATION DEPARTMENT

March 21, 2024

ADDENDUM NO. 1

Fifty-Nine (59) Pages

Raymond Community Park Phase 1: Bid Package #2

To: All Plan Holders of Record

From: Town of Prosper – Parks and Recreation Department (Kurt Beilharz) & Dunaway Associates (Arron Law)

Acknowledge receipt of the Addendum by inserting its number and date on the Proposal Form. This Addendum forms a part of the Contract Documents and modifies, amends, deletes, and/or adds to the Drawings and Project Manual as follows:

The following items are noted for clarification and information:

- 1. On drawing L3.08, it shows riser mounted "T" brackets for the (Terraced Seating) areas, however, the specifications are specifying (Southern Bleacher) a 3 1/2" Z bracket, which would be tread mounted. There are a few issues that I'm seeing with either option. If you try to go with a riser mounted bracket, the rise that is shown (6") is not tall enough to support a riser mounted bracket, so realistically, the only option is to provide a tread mounted bracket. However, if you go with a tread mounted "Z" bracket, you will need to increase the size of the (3 1/2") Z bracket, because with a 6" rise, 3 1/2" Z bracket, and 1 1/2" seat board, you are only going to have an 11" seat height which is extremely low. The biggest Z bracket we could offer would be a 7 1/2", so that would increase that seat height to 15" which is closer to the industry standard 17" seat height. The alternative option would be to provide a tread mounted pedestal bracket (see 4th attachment). Let us know your thoughts on how to proceed.
 - The riser where the terraced seating bleacher is being mounted to is 1'-0" as shown in the drawings. A "T" bracket will be able to attach to the face of the 12" riser.
- 2. Field #2 bleachers, it is calling for 5 row x 15'-0" bleachers, however, drawing L3.08 is scaling closer to a 21'-0" long bleacher, so just want to confirm the size needed for this specific field.
 - A 15' long bleacher per the specifications should be provided.
- 3. Irrigation Updates

Attachment E- Drawings (continued)

Raymond Community Park Phase 1: Bid Package #2 Addendum No. 1

- Additional notes to the irrigation plans clarifying the need for gasketed pipe with MJ ductile iron fittings, concrete thrust blocks, and two air relief valves. See attached irrigation plans (See attached sheets L5.00-L5.23)
- Brass Gate Valves have been switched to 4" Mechanical Joint Gate Valves. (See attached Sheets L5.00-L5.23)
- Additional Temporary Irrigation bid item added to the bid form. (See attached revised bid form)
- 4. The ball fields 1 4 each have their own controller and Arad. I need help deciphering what valves goes to the interior controller and what valves go to the Site Controller?
 - Sub Controller CF will control all of the fields
 - Sub Controller CS will control the remaining irrigation (all but the fields)
 - The Main controller will control all of the valves, through both sub controllers

Note: The fields are separate from everything else, and each field has its own mainline. The ball field controllers have 12 available station outputs which includes 1 for the Arad solenoid. Jay Johnson with Inter-spec will be the main contact for installation. jjohnson@inter-spec.com, 214-837-7536

- 5. Chain Link Fence Updates
 - Technical Specification Section 02830 Chain Link Fencing & Backstops has been modified to show all metal components to be powder coated and fence fabric to be vinyl coated. (See attached revised Section 02830)
 - Detail C/L3.04 footing dimensions removed to not conflict with structural footing. (See attached sheet L3.04)
 - Chainlink fencing details modified to callout the standard 5/16" carriage bolt rather than a 3/8" carriage bolt. (See attached sheets L3.04/L3.05)
 - Chainlink fence footings revised to omit rebar. (See attached sheet L3.18)
- 6. Sidewalk Paving Updates:
 - 4" concrete has been removed from the Sidewalk Paving legend. All concrete should be a minimum of 5" thick. (See revised sheets C2.04-C2.07)

END OF ADDENDUM NO. 1

IRRIGATION SCHEDULE MANUFACTURER/MODEL/DESCRIPTION <u>SYMBOL</u> SPRAY: HUNTER PROS-06/04-PRS30 SR SERIES SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER 0 0 0 0 0 SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL COMMERCIAL/MUNICIPAL USE. SHRUB PLANTING AREAS, INSTALL 4" POP UP IN ALL GRASS QUICK COUPLER: RAIN BIRD 5-NP SPRAY: HUNTER PROS-06/04-PRS30 STRIP SERIES SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER ES LCS RCS CS SS SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 4" POP UP IN ALL GRASS PHONE APP. SPRAY: HUNTER PROS-06/04-PRS30 5 SERIES BALL VAVLE: LASCO SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER **5) 6 6** SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 4" POP UP IN ALL GRASS SPRAY: HUNTER PROS-06/04-PRS30 8 SERIES PART# IS-BM-60 SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER AC 1=100 8) 8) 8) 8) SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 4" POP UP IN ALL GRASS COLOR 1: 2-SOLENOID COLOR 2: 2-DATA

SHRUB PLANTING AREAS, INSTALL 4" POP UP IN ALL GRASS SPRAY: HUNTER PROS-06/04-PRS30 12 SERIES SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER

SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER

SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL

SPRAY: HUNTER PROS-06/04-PRS30 10 SERIES

SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 4" POP UP IN ALL GRASS

SPRAY: HUNTER PROS-06/04-PRS30 15 SERIES SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 4" POP UP IN ALL GRASS

> SPRAY: HUNTER PROS-06/04-PRS30 17 SERIES SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 4" POP UP IN ALL GRASS

SPRAY: HUNTER PROS-06/04-PRS30 ADJ SERIES SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER 4 6 8 10 12 15 17 SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 4" POP UP IN ALL GRASS

25Q 50Q 50H 10H 10F 20F BUBBLER:HUNTER PROS-04-MSBN 10F MULTI-STREAM BUBBLER, 4" POP-UP, 25 QUARTER

MANUFACTURER/MODEL/DESCRIPTION <u>SYMBOL</u>

BALL FIELD ROTOR: HUNTER I-40-06-SS 08 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, STANDARD NOZZLE

BALL FIELD ROTOR: HUNTER I-40-06-SS 25 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, STANDARD NOZZLE.

ROTOR: HUNTER I-20-06 1.5 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.

ROTOR: HUNTER I-20-06 3.0 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.

ROTOR: HUNTER I-20-06 4.0 TURF ROTOR, 6IN, POP-UP, ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.

ROTOR: HUNTER I-20-06 8.0 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. STANDARD NOZZLE. MANUFACTURER/MODEL/DESCRIPTION

CONTROL VALVE: HUNTER ICV 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, WITH NPT THREADED INLET/OUTLET, FOR

1IN. BRASS QUICK-COUPLING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING NON-POTABLE PURPLE RUBBER COVER, AND 1-PIECE BODY. INSTALL QUICK COUPLERS ON FIELDS, QTY-4, IN 10" ROUND VAVLE BOXES. CONTROL QUICK COUPLERS THROUGH

INSTALL 6 WIRES (NO RED OR WHITE)

COLOR 3: 2-EXTRA INSTALL 12 GUAGE WIRE FROM ACE CONTROLLER TO POINT OF CONNECTION.

SUB ARAD: FLOW METER/MASTER VALVE 3" PART# IS-BM-30

AC 1=10 INSTALL 6 WIRES (NO RED OR WHITE) COLOR 1: 2-SOLENOID COLOR 2: 2-DATA

COLOR 3: 2-EXTRA

BACKFLOW: FEBCO 850 DCA MASTER SERIES 3" DOUBLE CHECK BACKFLOW PREVENTION, 2-1/2IN. TO 10IN..

MAIN CONTROLLER: MOTOROLA ACE INTERIOR WALL MOUNT CONTROLLER WITH SURGE 80 STATION

PART# IS-A5A-IPU-RN-WS CONTROLLER CABINET 34"WIDE X 45" TALL X 10" DEEP CONTRACTOR TO COORDINATE DOOR HINGE SIDE WITH MANUFACTURER.

SUB CONTROLLER FIELDS: MOTOROLA IRRINTER M EXTERIOR PEDESTAL MOUNT CONTROLLER WITH SURGE 12 STATION PART# IS-R1A-RU-SS

SUB CONTROLLER SITE: MOTOROLA M EXTERNAL PEDESTAL MOUNT

48 STATION PART# IS-R4A-RU-SS RAIN/FREEZE SENSOR: HUNTER WRF-CLIK

RAIN/FREEZE SENSOR, INSTALL WITHIN 1000 FT OF CONTROLLER, IN LINE OF SIGHT. 22-28 VAC/VDC 100 MA POWER FROM TIMER TRANSFORMER. MOUNT AS NOTED. INCLUDES GUTTER MOUNT.

BOOSTER PUMP - BASE BID INCONTROL 150 GPM AT 75 PSI BOOSTER

20 HP PUMP/MOTOR MONSOON SERIES, APPROX 6' L X 3'-7' D X 6'H 480 VOLT/3 PHASE OR 240 VOLT/3 PHASE

SUBMERSIBLE PUMP - BID ALT 150 GPM AT 155 PSI BOOSTER 25 HP MAIN PUMP/MOTOR & 7.5 HP JOCKEY PUMP/MOTOR SUBMARINE TURBINE SERIES WITH SELF CLENAING FILTER

APPROX 6' L X 4'W X 4' H 240 VOLT/3 PHASE WATER METER 4"

STATIC PRESSURE - BASE BID ROVIDED BY THE CITY ON POINT OF CONNECTION 4"
- BID ALT

IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21

IRRIGATION MAINLINE: PVC SCHEDULE 40 4" MINIMUM MAINLINE, TYP.

PIPE SLEEVE: PVC SCHEDULE 40 - BID PACKAGE #1: SLEEVING FOR PARKING

BID PACKAGE #2: REMAINING SITE CONCRETE SLEEVING

AND FIRELANES ONLY

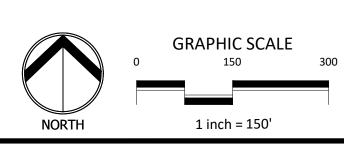
—IRRIGATION MAINLINE RESIDENTIAL REPORTS IN SUB-MAINLINE

BID ALT - PURPLE PIPE AND EQUIPMENT

NOTES:

1. ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS. 2. THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD

LOCATED.



PRELIMINARY

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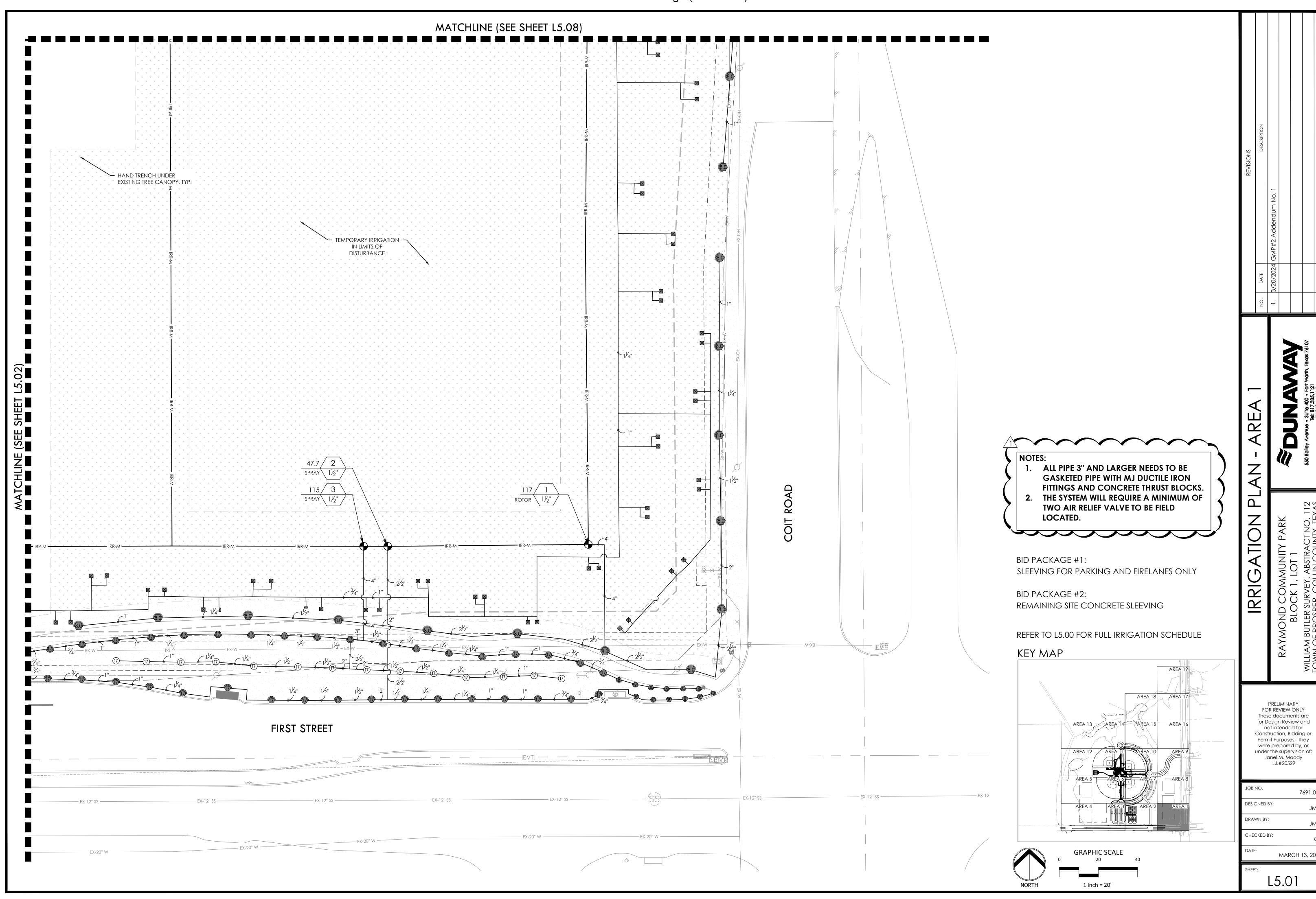
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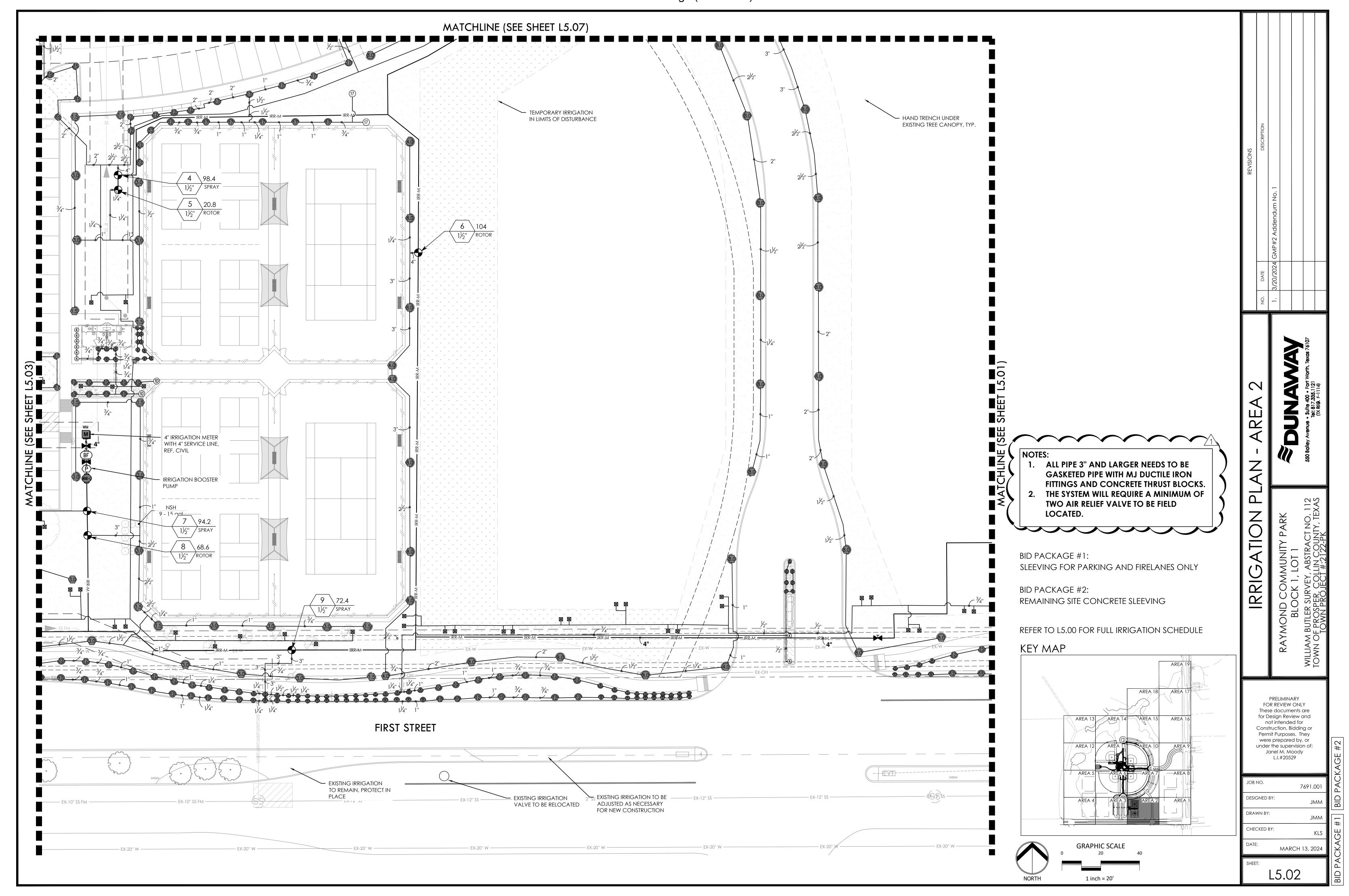
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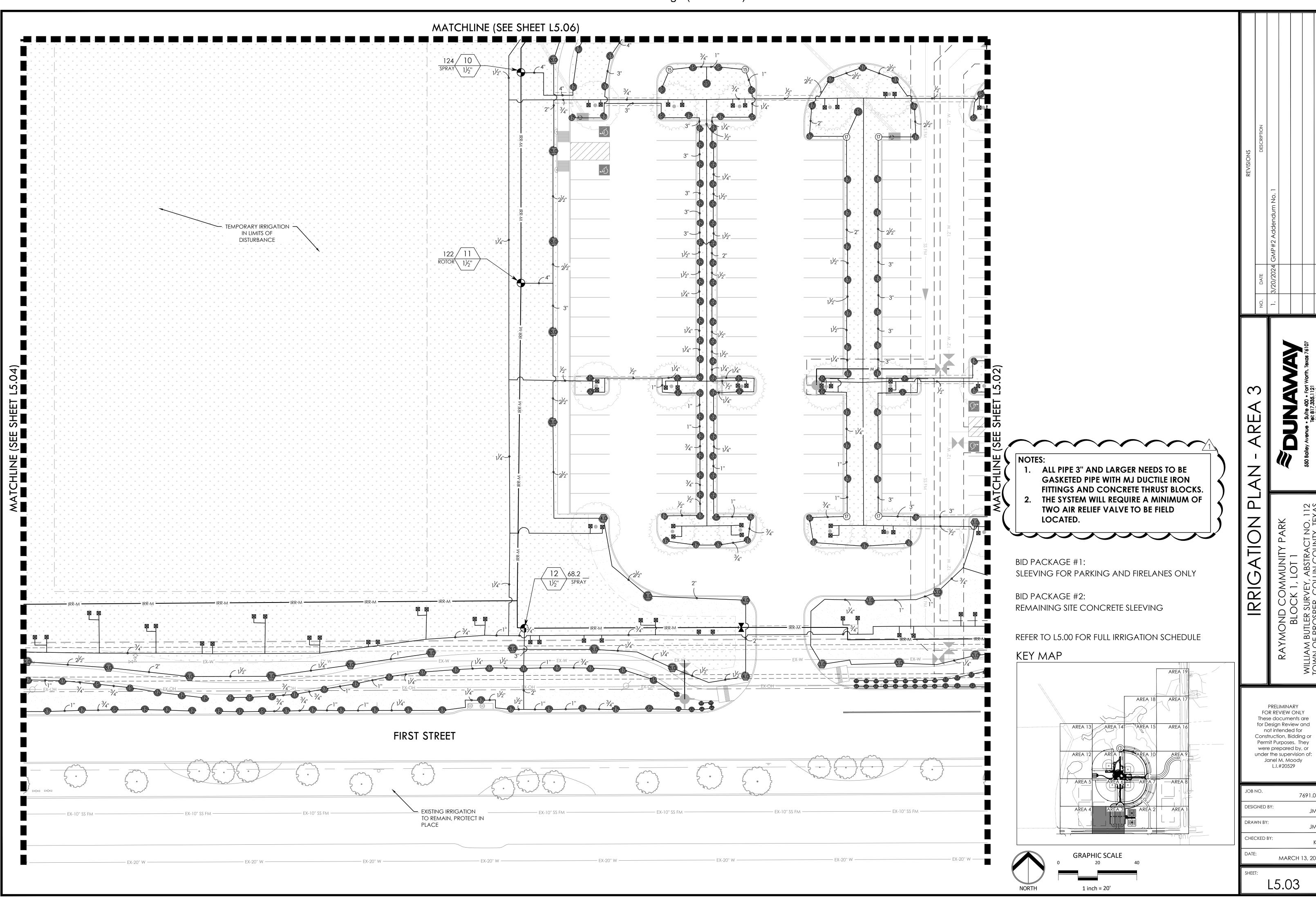


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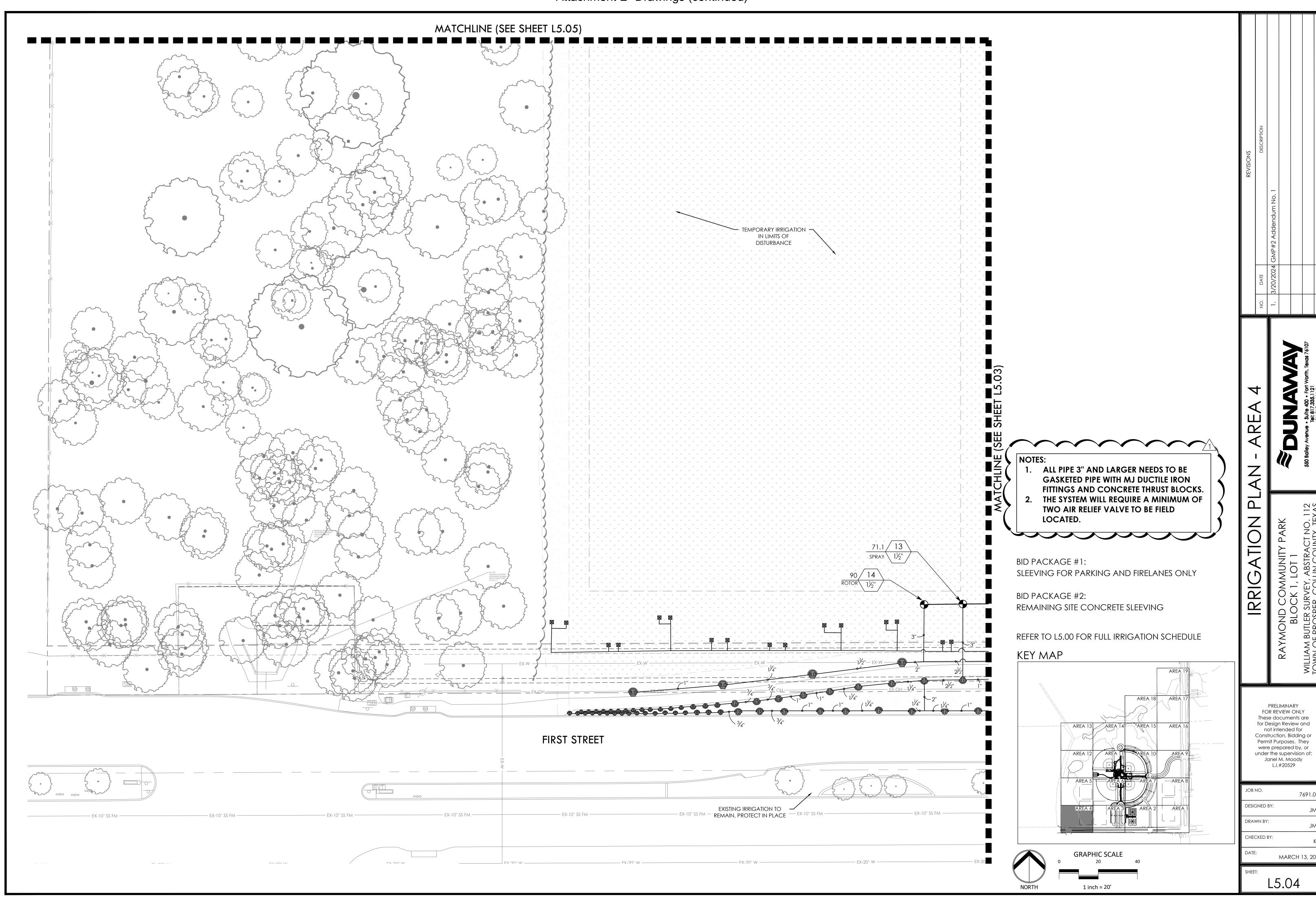
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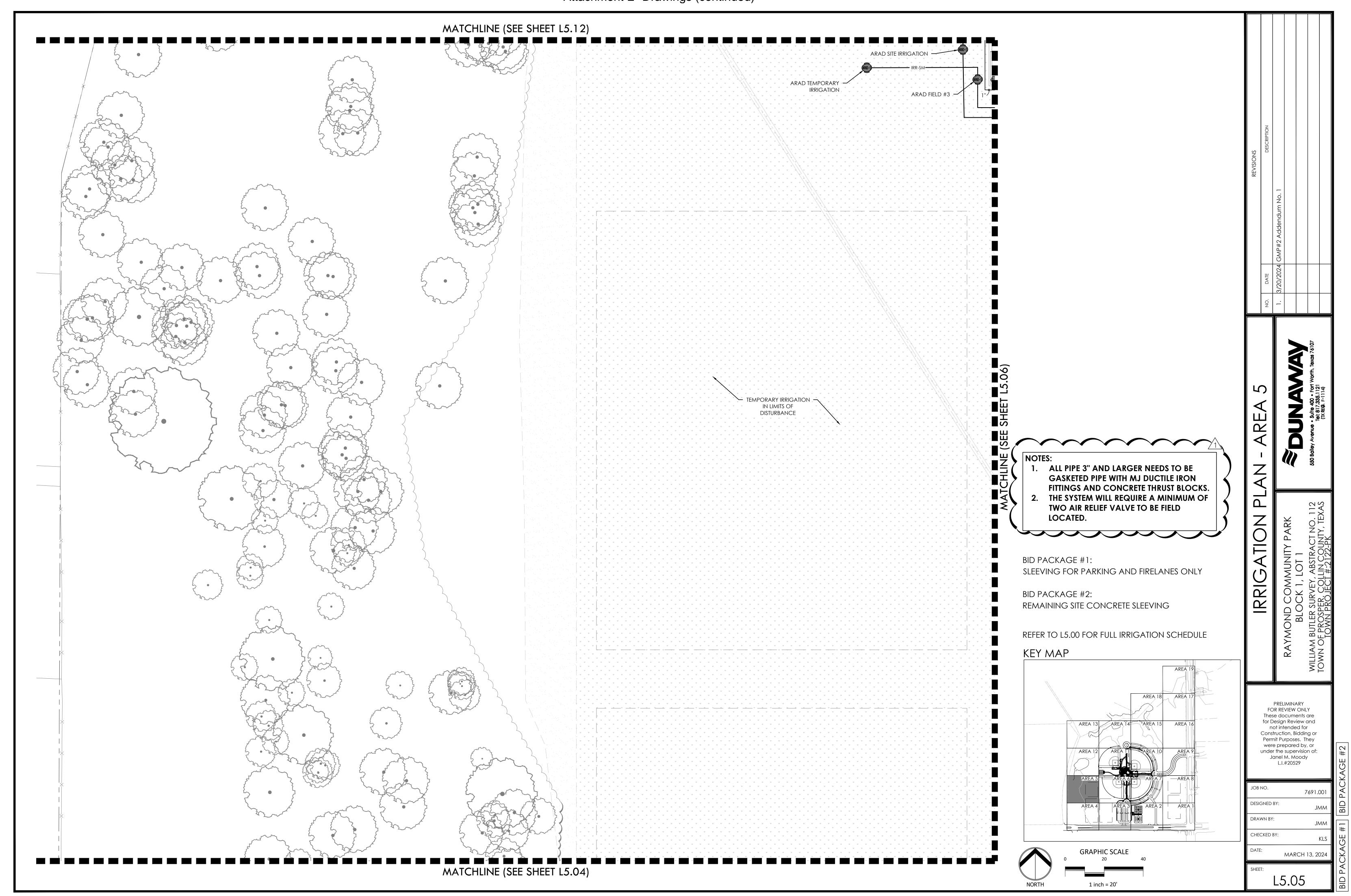
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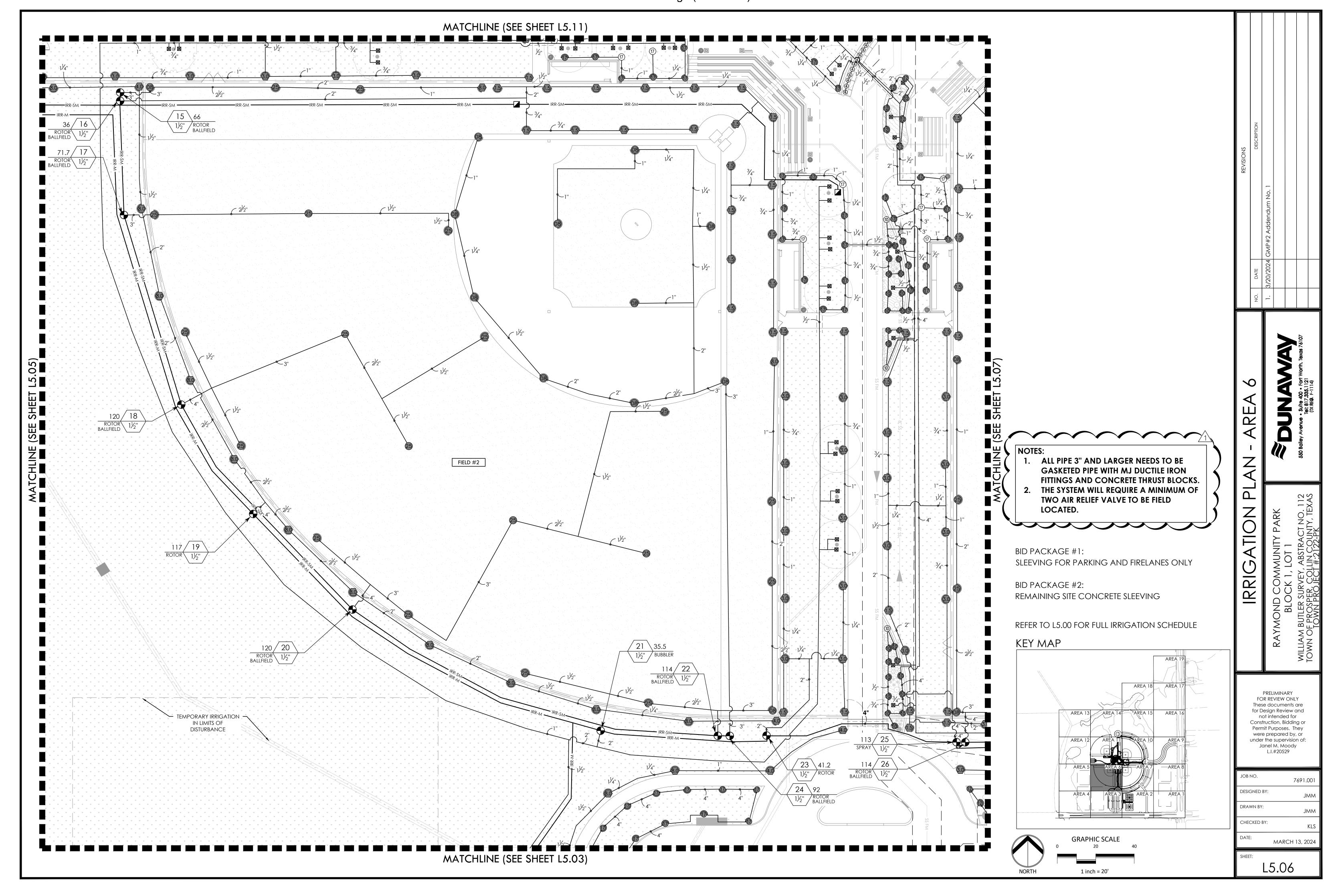


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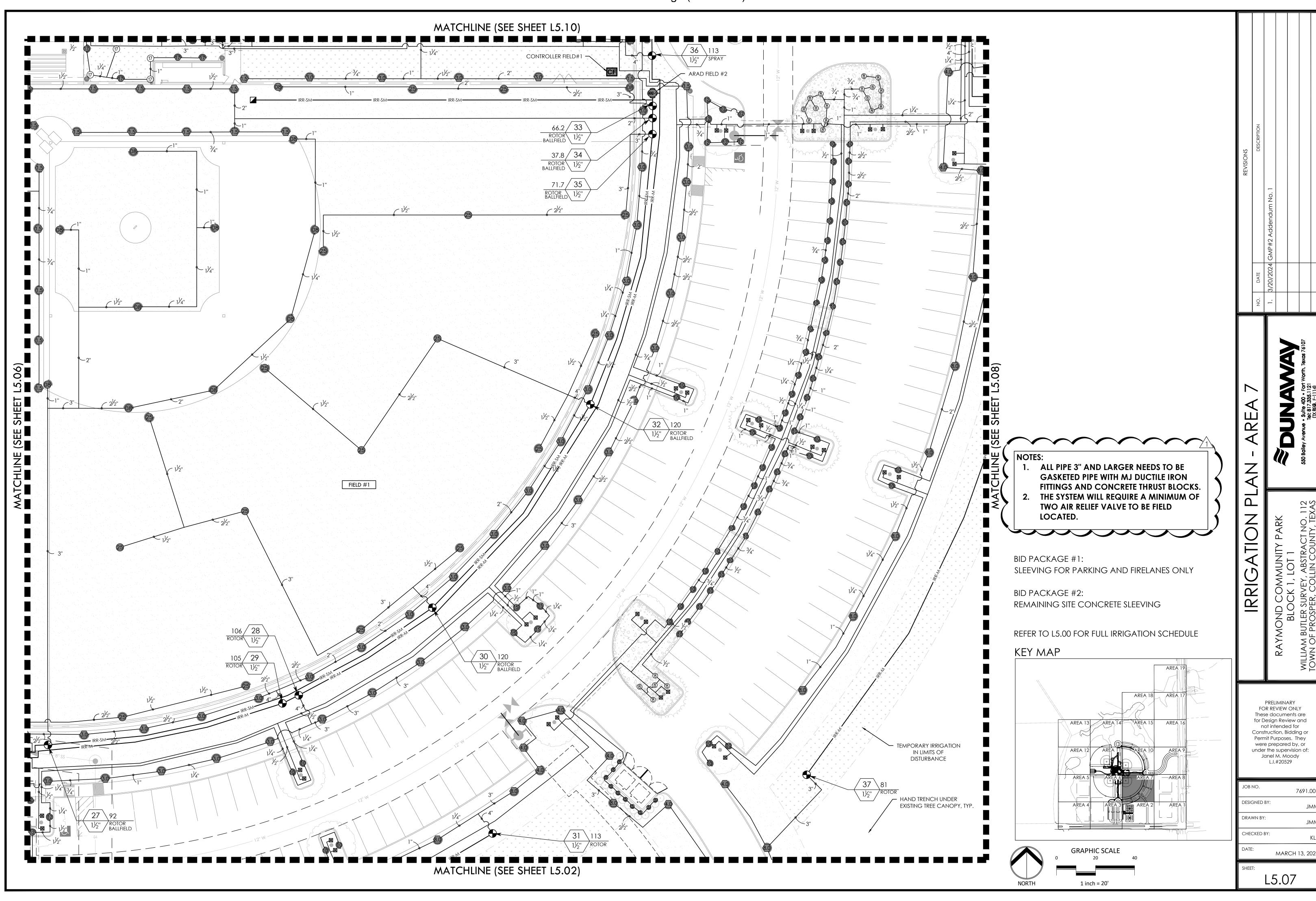




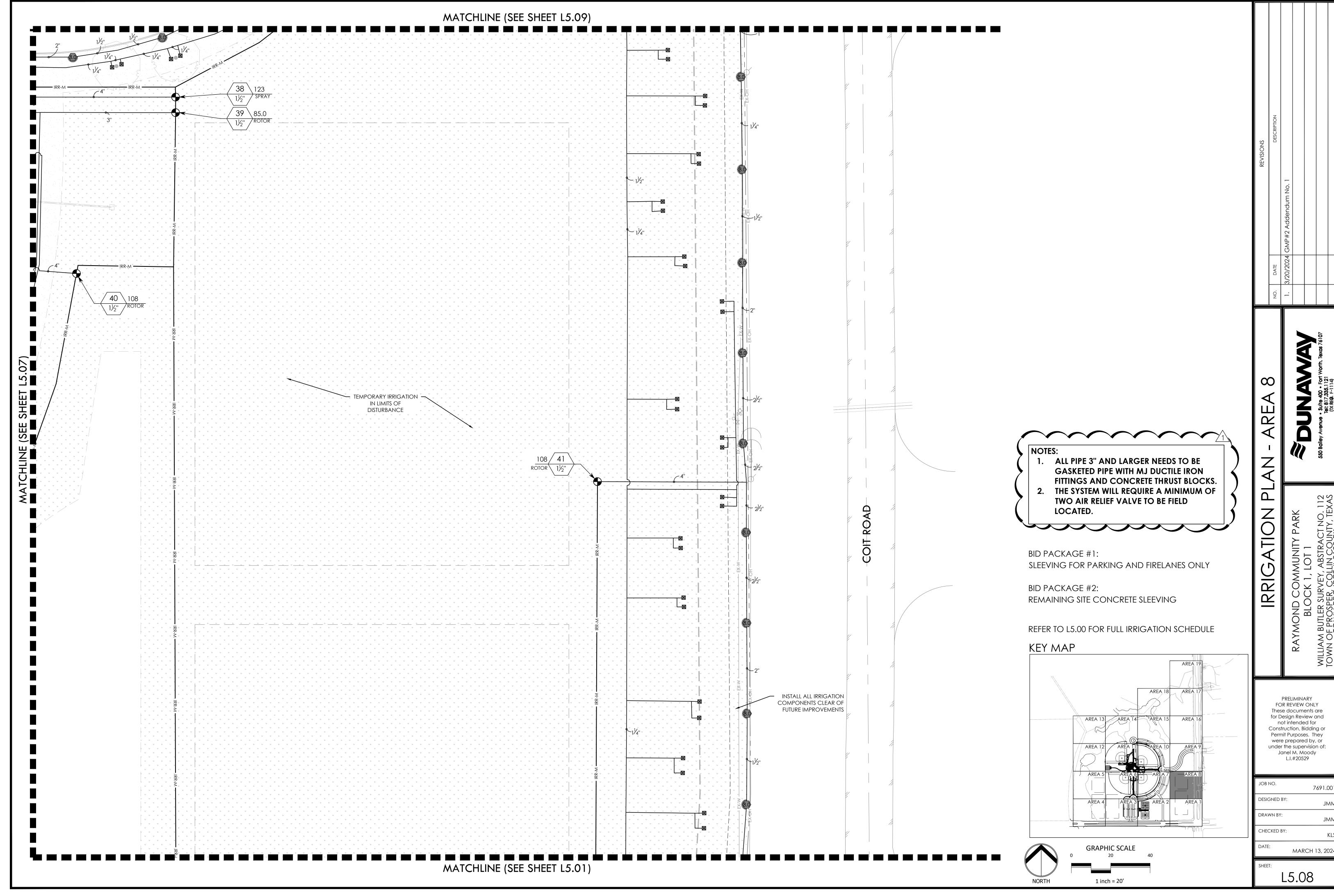
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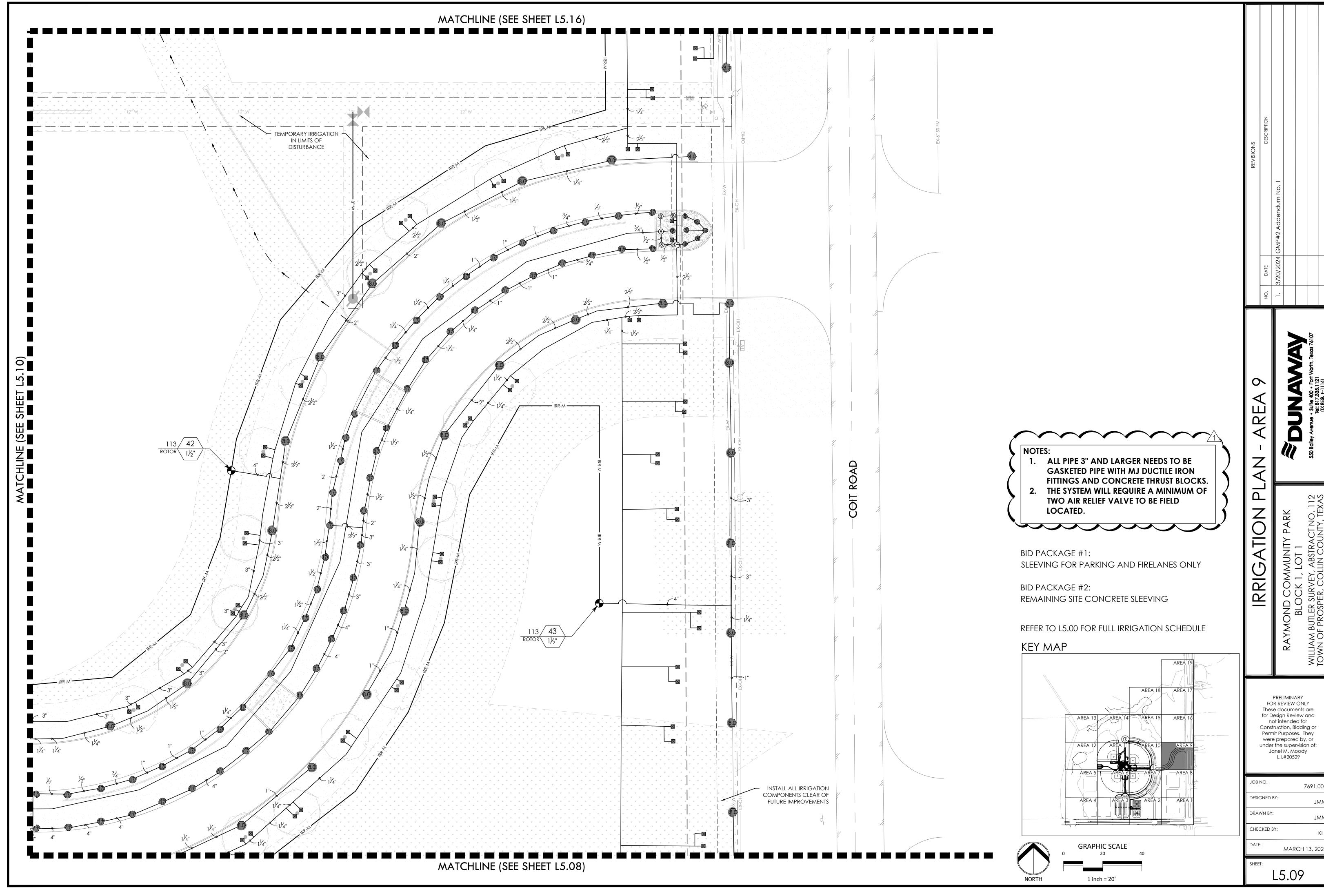
AME: 7691-Irrigation Plan.dwg TED BY: Macy McGlamery

PLOTTED BY: Macy McGlamery PLOTTED ON: Thursday, March 21, 2024

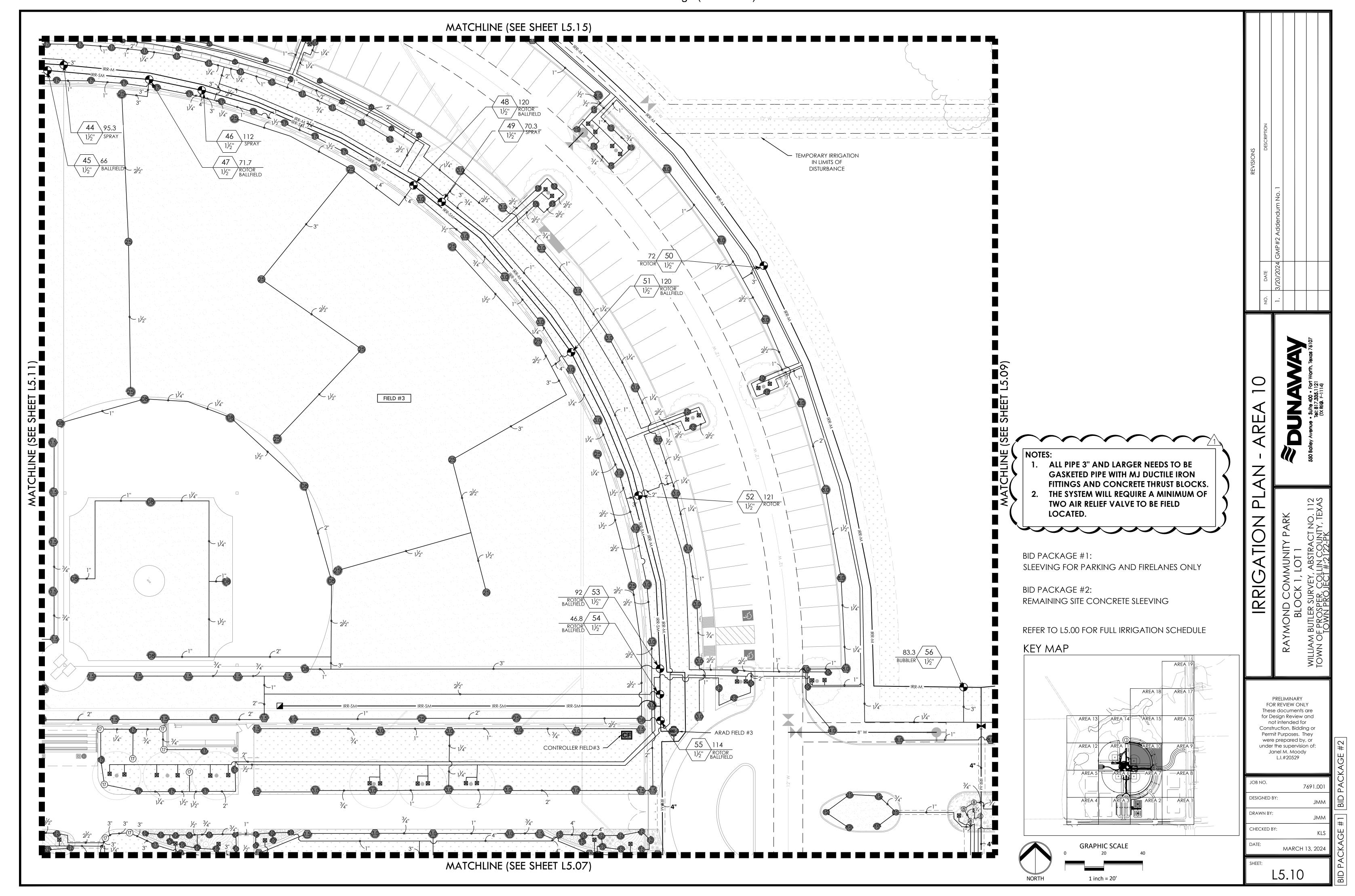


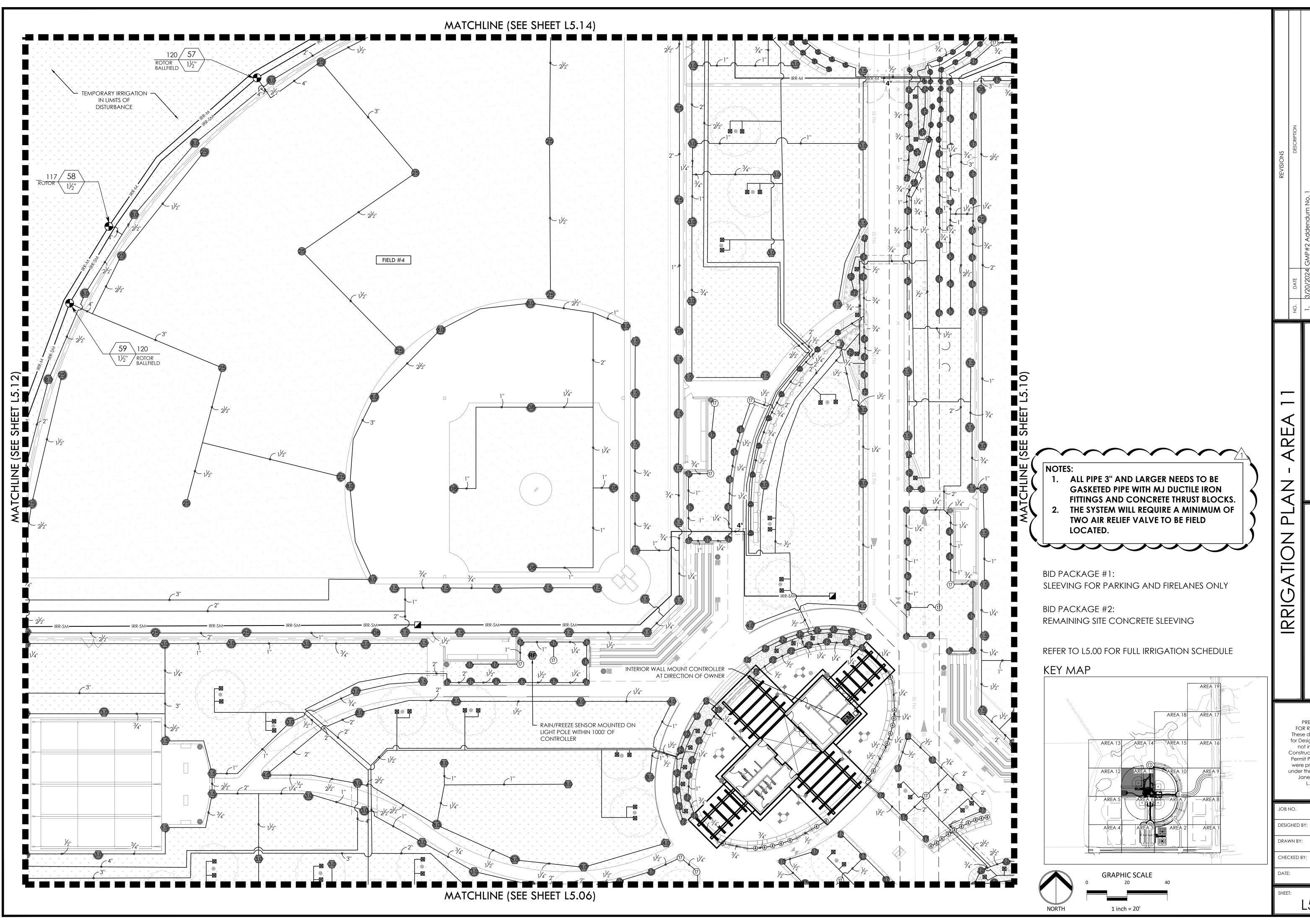
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NAME: 7691-Irrigation Plan.dwg TTED BY: Macy McGlamery TTED ON: Thureday March 21 2024

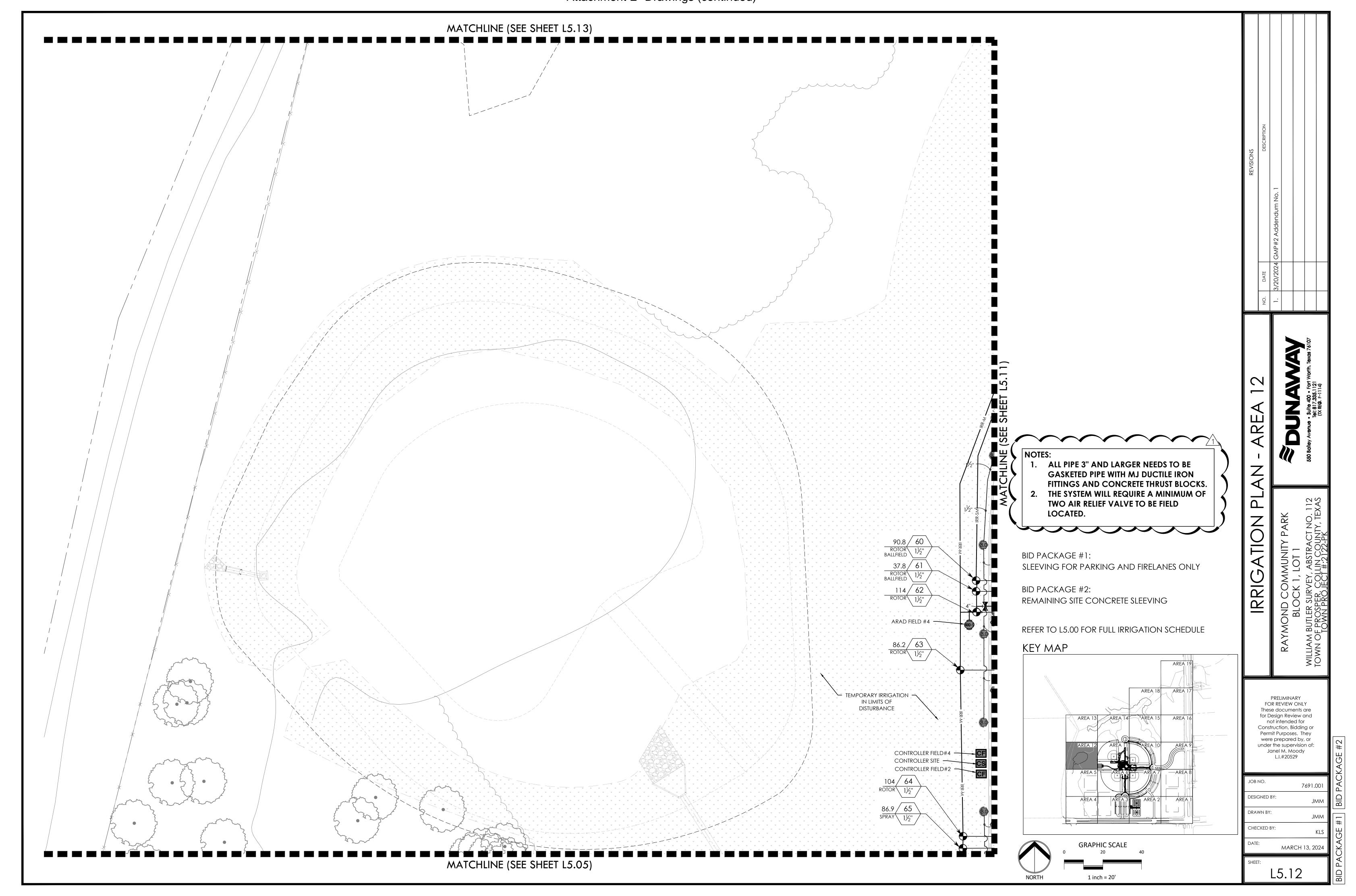




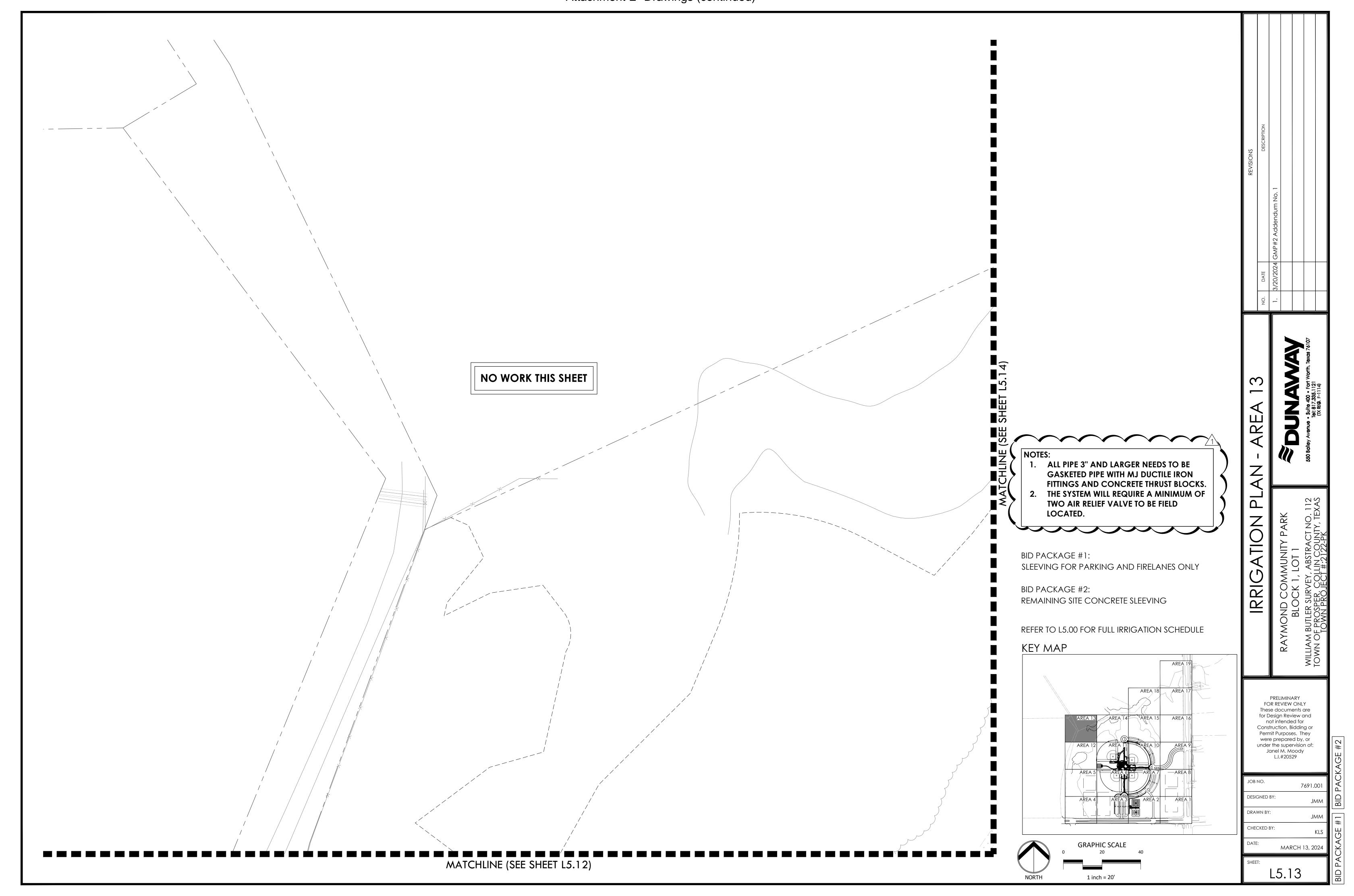
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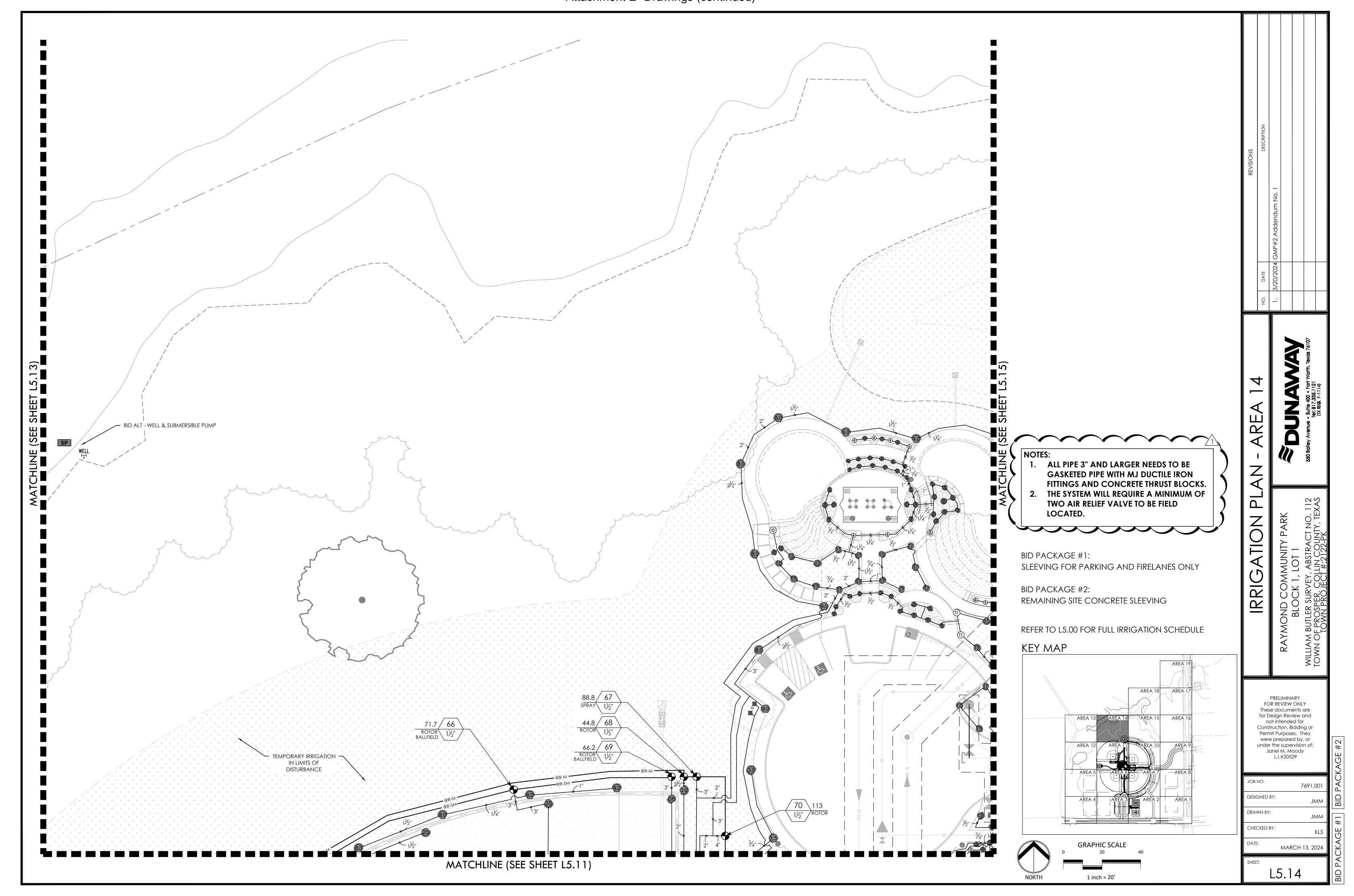
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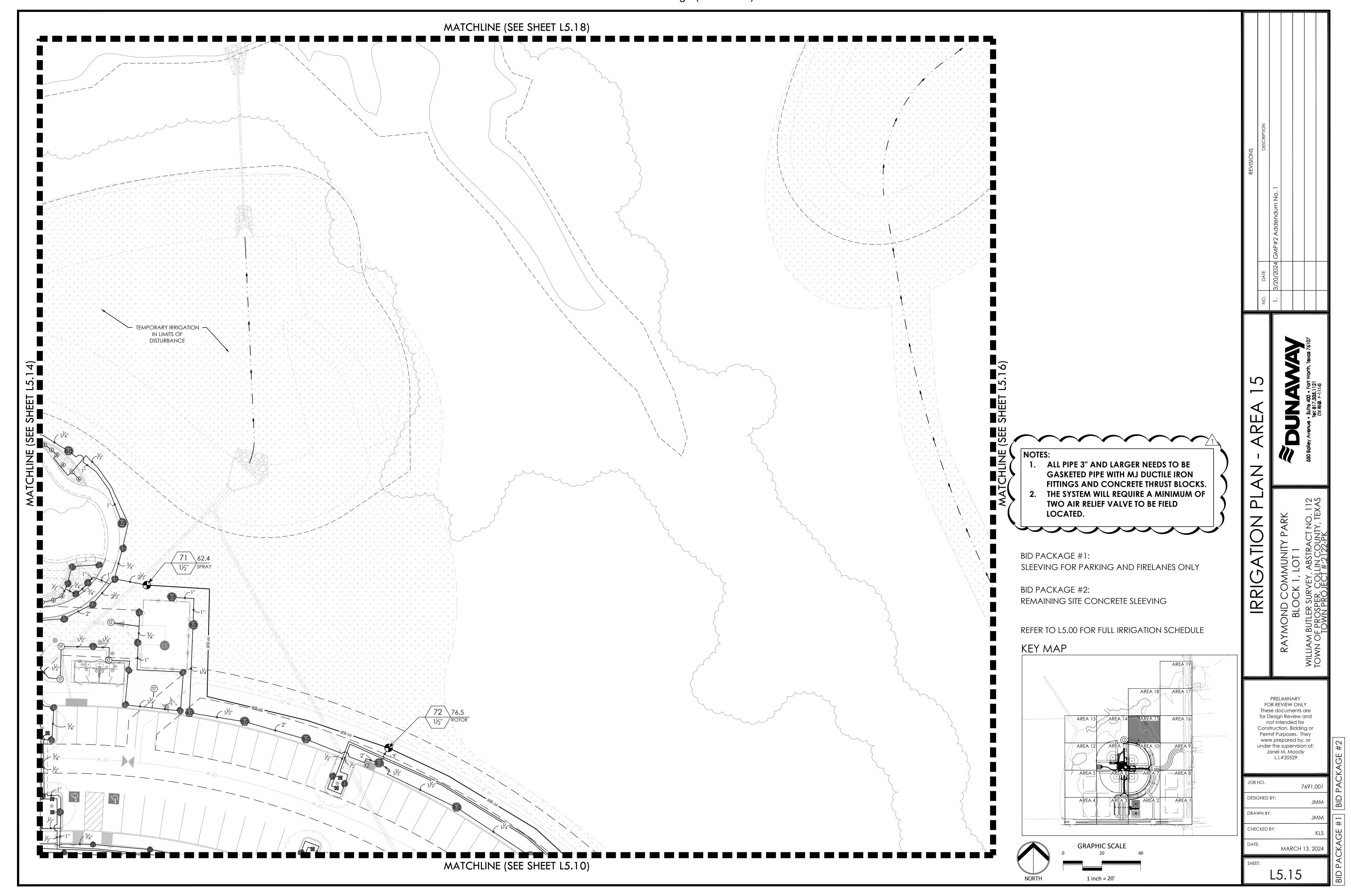
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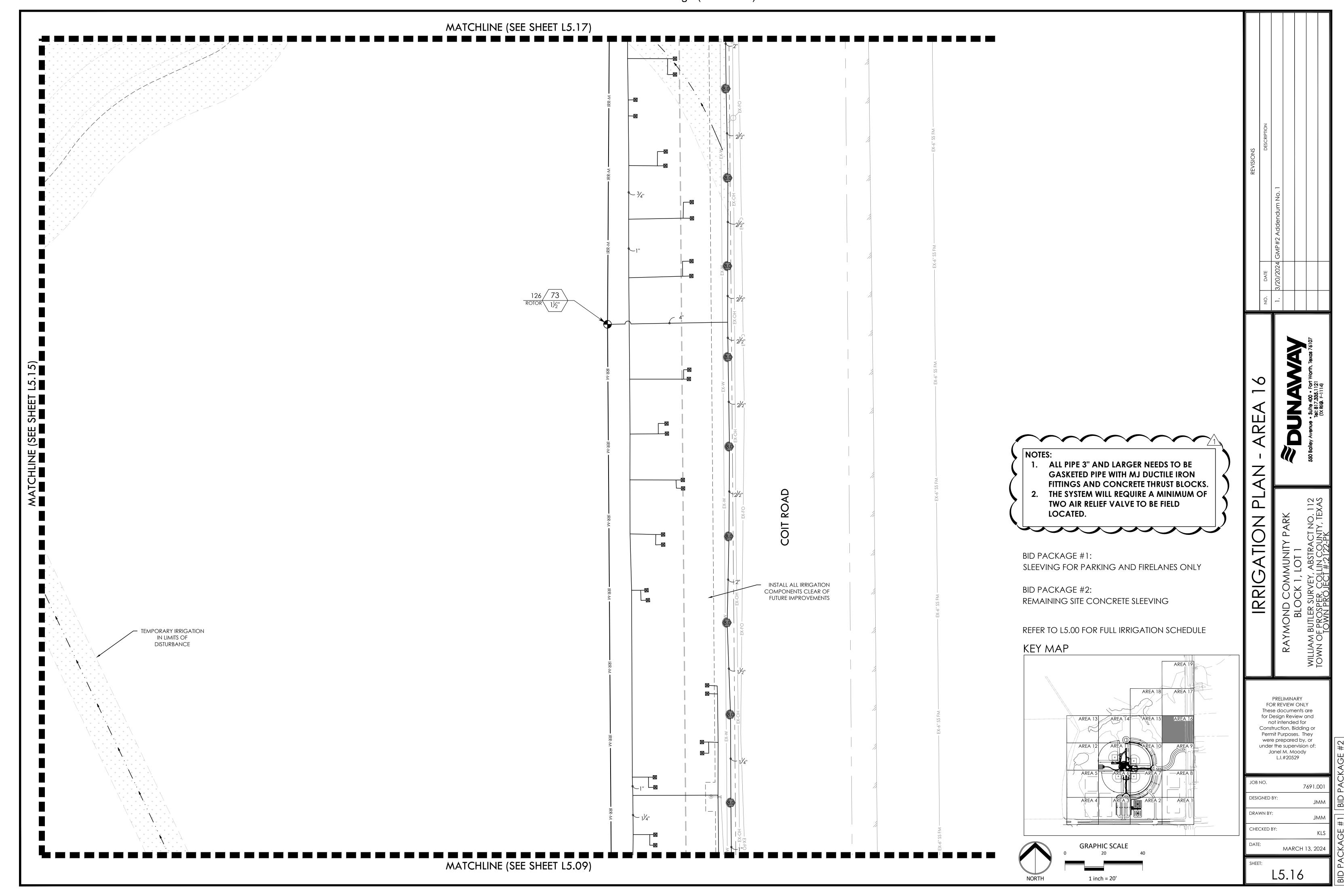


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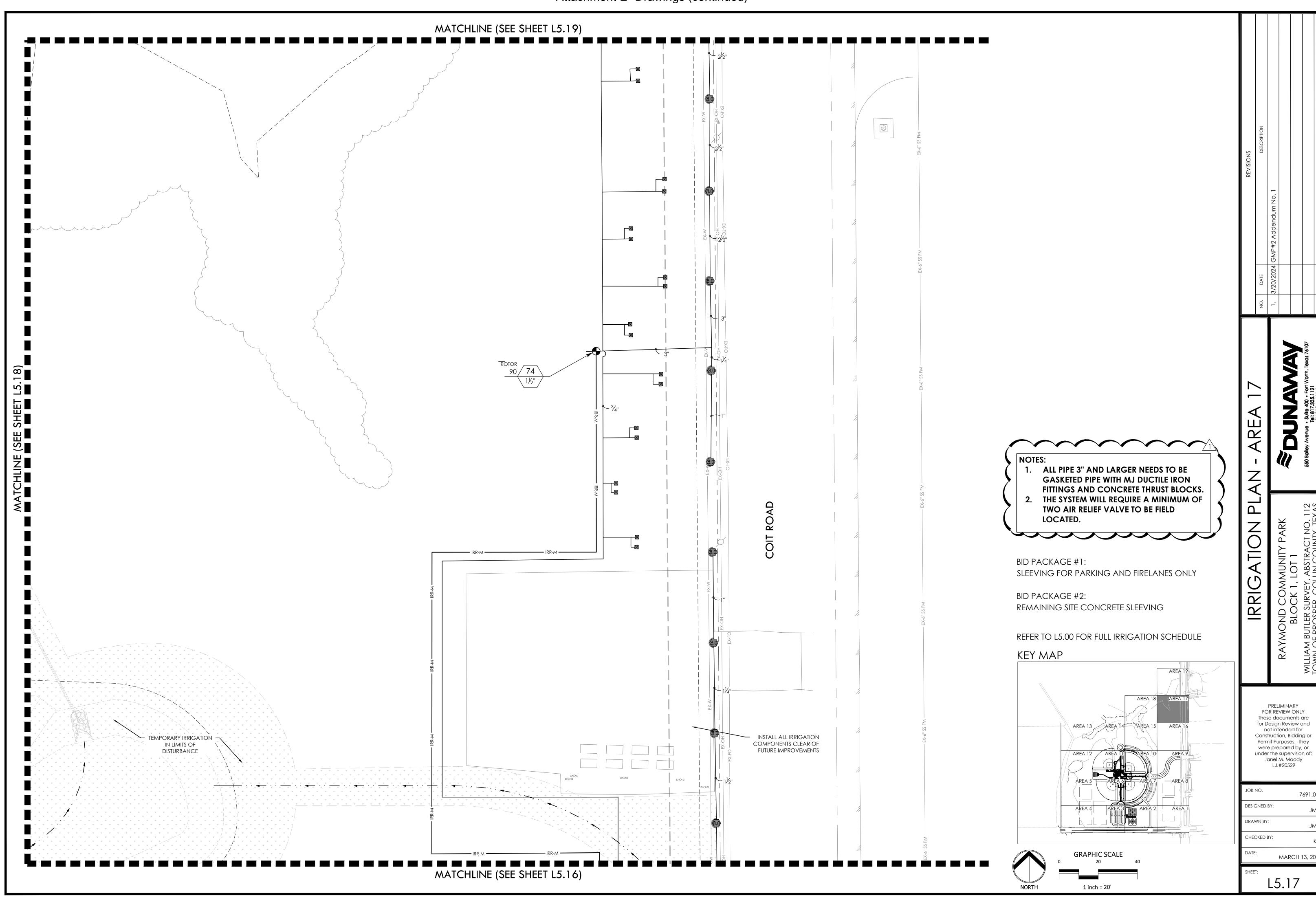




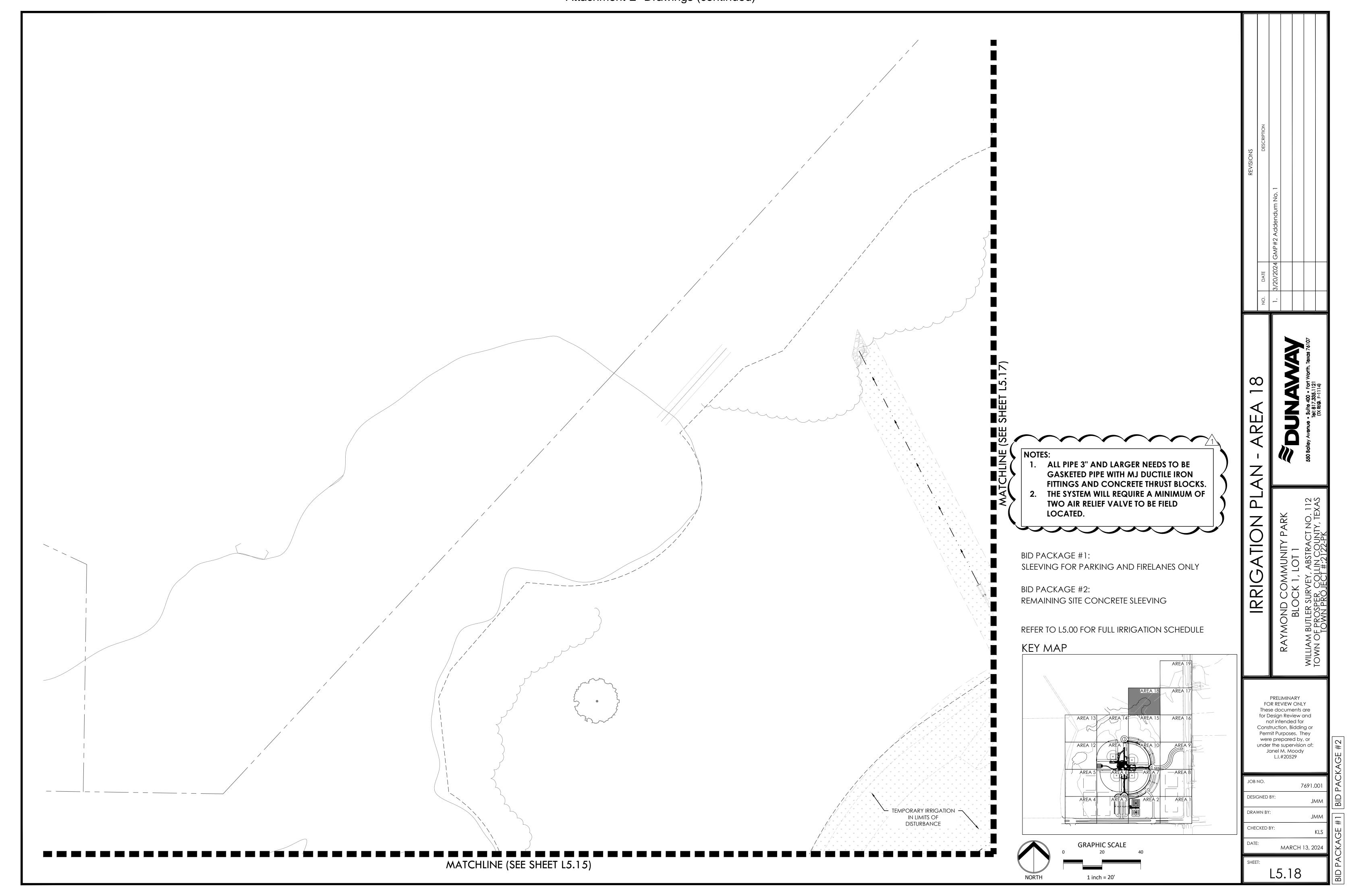


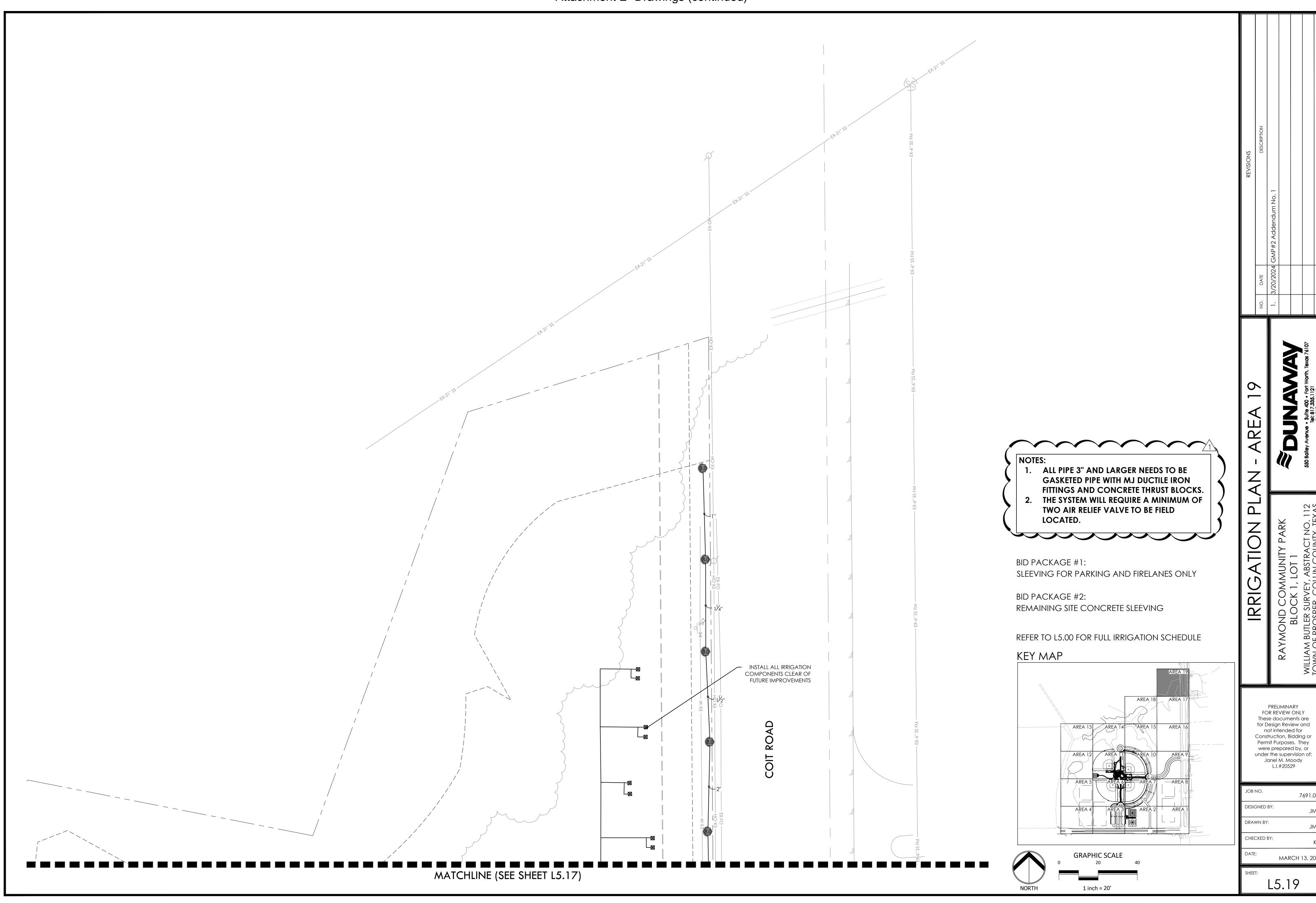
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L.I.#20529





L.I.#20529

2. VERIFY THAT THE WORK OF OTHER CONTRACTORS/TRADES IS SUFFICIENTLY COMPLETE TO ALLOW COMMENCEMENT OF IRRIGATION INSTALLATION PRIOR TO BEGINNING OF WORK. CONTRACTORS SHALL COORDINATE INSTALLATION OF ALL IRRIGATION SLEEVES UNDER PAVEMENT WITH OTHER CONTRACTORS.

3. COORDINATE IRRIGATION INSTALLATION WITH THE WORK OF OTHER CONTRACTORS/TRADES AND PROTECT THE WORK OF OTHER CONTRACTOR/TRADES. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM HIS ACTIONS.

4. THE IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO COPIES OF THE PARTS LIST AND MANUFACTURER'S CATALOG SHOWING PERFORMANCE, QUALITY AND FUNCTION OF EACH ITEM OF EQUIPMENT IN THE SYSTEM. IN ADDITION, THE IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN INSTRUCTIONS FOR OPERATION AND MAINTENANCE OF THE SYSTEM.

5. PRIOR TO THE ACCEPTANCE OF IRRIGATION SYSTEM BY OWNER, A PERSON QUALIFIED TO REPRESENT THE IRRIGATION CONTRACTOR SHALL BE PRESENT AT THE FINAL INSPECTION TO DEMONSTRATE THE SYSTEM AND PROVE ITS PERFORMANCE PRIOR TO THE INSPECTION. ALL WORK SHALL HAVE BEEN COMPLETED, TESTED, ADJUSTED, AND PLACED IN OPERATION.

6. WORK MUST BE GUARANTEED FOR TWO YEARS.

7. IRRIGATION SYSTEM INSTALLATION TO BE PERFORMED IN ACCORDANCE WITH ALL PERTINENT CODES AND ORDINANCES.

8. NO PVC PIPING SHALL BE LOCATED UNDER TREE ROOTBALLS.

9. THE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION. IF ANY UNDERGROUND OR ABOVE GROUND CONSTRUCTION IS LOCATED AS TO SIGNIFICANTLY HINDER INSTALLATION OR FUNCTION OF THE IRRIGATION SYSTEM, THE OWNER SHALL BE NOTIFIED IMMEDIATELY.

10. MAIN LINE PIPING AND LATERAL PIPING MAY BE PLACED IN SAME TRENCH WHEN POSSIBLE. MAIN LINE PIPING SHALL BE INSTALLED IN BOTTOM OF TRENCH WITH LATERALS ON TOP.

11. SLEEVES SHALL BE INSTALLED WHEREVER PIPES RUN UNDER PAVEMENT. SLEEVES SHALL BE SCH 40 AND A MINIMUM OF TWO PIPE SIZES LARGER THAN THE PIPE.

12. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ELECTRICAL POWER TO ALL CONTROLLERS.

13. PRIOR TO BEGINNING OF WORK, THE CONTRACTOR SHALL VERIFY THE MINIMUM WORKING PRESSURE AT THE POINT OF CONNECTION. BASED ON THIS INFORMATION, THE CONTRACTOR SHALL DESIGN A PUMP SYSTEM CAPABLE OF DELIVERING A MINIMUM OF <<75>> PSI AT THE DOWNSTREAM SIDE OF THE PUMP, 150 GPM. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING AND INSTALLING A PUMPING SYSTEM THAT PROVIDES THE APPROPRIATE PRESSURE TO ALLOW THE IRRIGATION SYSTEM TO OPERATE AT THE OPTIMUM LEVEL AS RECOMMENDED BY THE SPRINKLER EQUIPMENT MANUFACTURER. THE PUMP SHALL BE CAPABLE OF VARYING PRESSURES TO ACCOMMODATE THE VARIETY OF IRRIGATION DELIVERY COMPONENTS.

14. THE CONTRACTOR SHALL SUBMIT THE PROPOSED PUMPING SYSTEM FOR REVIEW INCLUDING EXISTING WORKING PRESSURE, THE PROPOSED PUMP PERFORMANCE, AND FINAL PROPOSED DOWNSTREAM PRESSURE(S).

15. ATTACH A PREPRINTED, HEAVY DUTY PLASTIC SERIALIZED TAG TO EACH CONTROL VALVE WITH ITS ASSOCIATED CONTROLLER STATION NUMBER. TAGS SHOULD BE AS SUPPLIED BY RAINBIRD OR APPROVED EQUAL.

16. THE PIPE SHOWN IN PAVED AREAS WITHOUT SLEEVES IS SHOWN IN THESE AREAS FOR PURPOSE OF DRAWING CLARITY. PIPE TO BE IN NEAREST UNPAVED LOCATION.

17. THE IRRIGATION CONTROLLER(S) SHALL BE EQUIPPED WITH RAIN/FREEZE SENSOR(S). MOUNT THE TRANSMITTER(S) IN AN OPEN AREA AS DIRECTED BY THE OWNER.

18. ALL BACKFLOW INSTALLATIONS AND CONNECTIONS TO CITY WATER LINES MUST BE PERMITTED SEPARATELY BY THE CITY INSPECTION STAFF.

19. THE IRRIGATION SYSTEM SHALL BE MAINTAINED IN ITS PROPER WORKING ORDER DURING THE 2 YEAR MAINTENANCE PERIOD.

20. ALL WIRING SHALL BE RATED FOR DIRECT BURIAL.

INSPECTION NOTES:

SLEEVING INCLUDED IN

BID PACKAGE #1

1. HEADS SHALL NOT SPRAY ON IMPERVIOUS SURFACES.

2. HEADS SHALL NOT SPRAY ON WALLS OR FENCES.

3. HEADS SHALL NOT BE CLOSER THAN 4 INCHES OF THE EDGE OF HARDSCAPE.

4. NO DRINKING DOMESTIC USES ALLOWED ON IRRIGATION LINES, NO SWIMMING POOL USE OR FOUNTAINS.

5. CONTRACTOR SHALL COMPLY WITH ALL INSPECTION REQUIREMENTS OF THE MUNICIPALITY.

6. FOR FINAL INSPECTION, IRRIGATOR'S REPRESENTATIVE MUST BE PRESENT.

DRIP NOTES:

ON EXHAUST LINE.

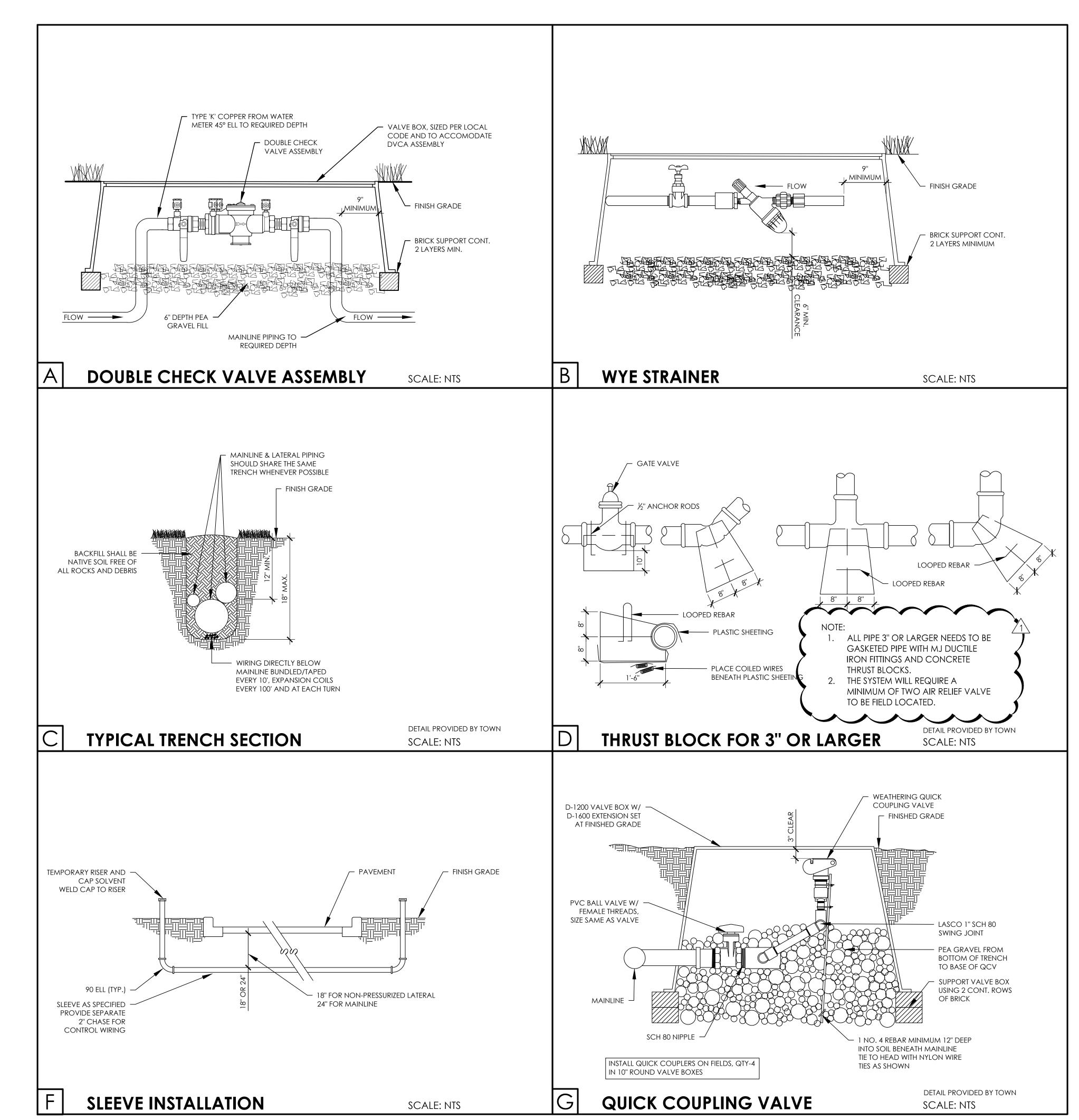
1. AIR RELIEF VALVE TO BE PLACED AT HIGH POINT IN

2. FLUSH VALVE TO BE PLACED AT LOW POINT IN BED

3. THESE LAYOUTS ARE TYPICAL AND ARE SUBJECT TO

CHANGE DUE TO SITE CONDITIONS SUCH AS

4. IRRIGATION LATERAL LINES FEED SUPPLY HEADERS.



MARCH 13, 202 L5.20

7691.00

PRELIMINARY

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were prepared by, or

Janel M. Moody L.I.#20529

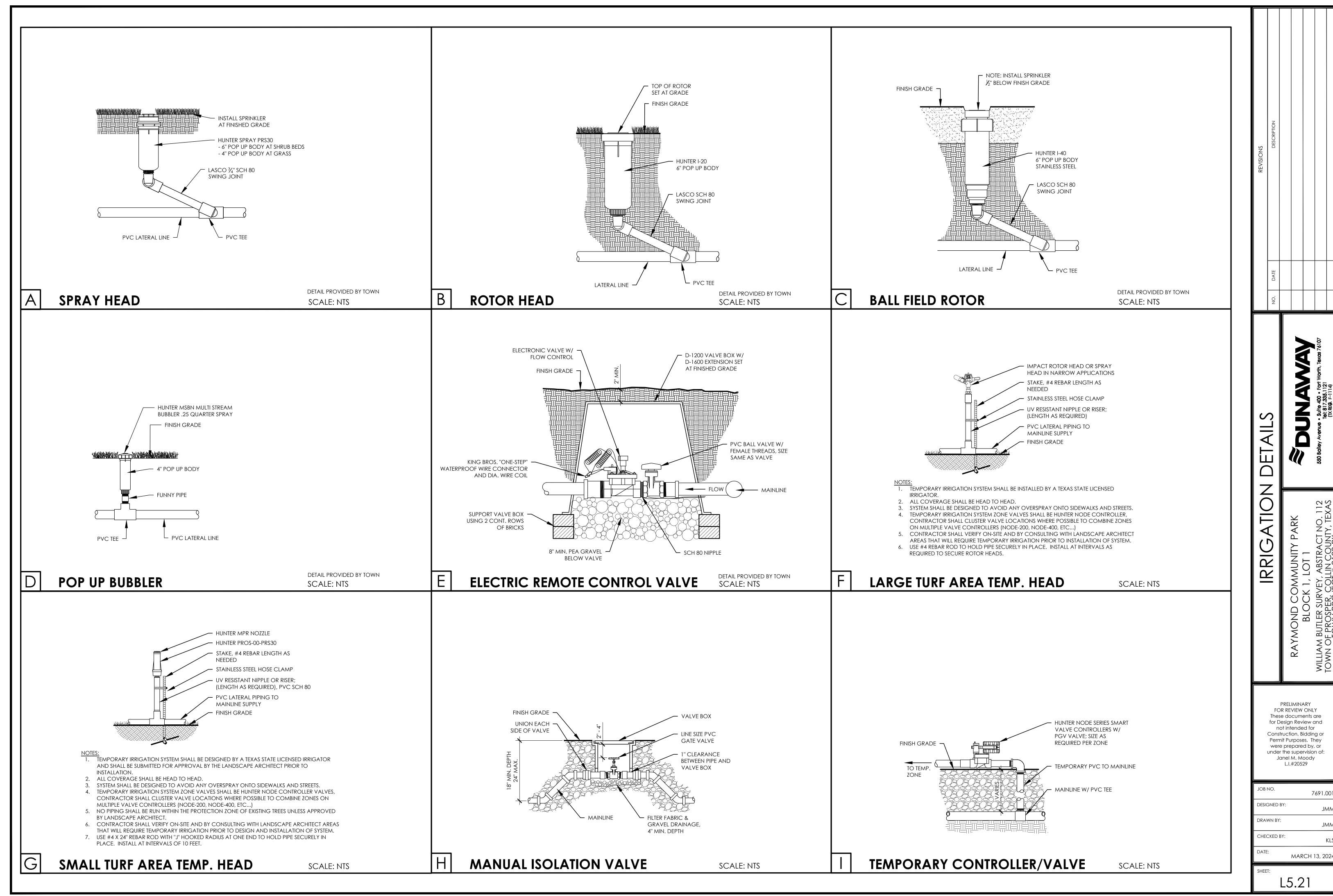
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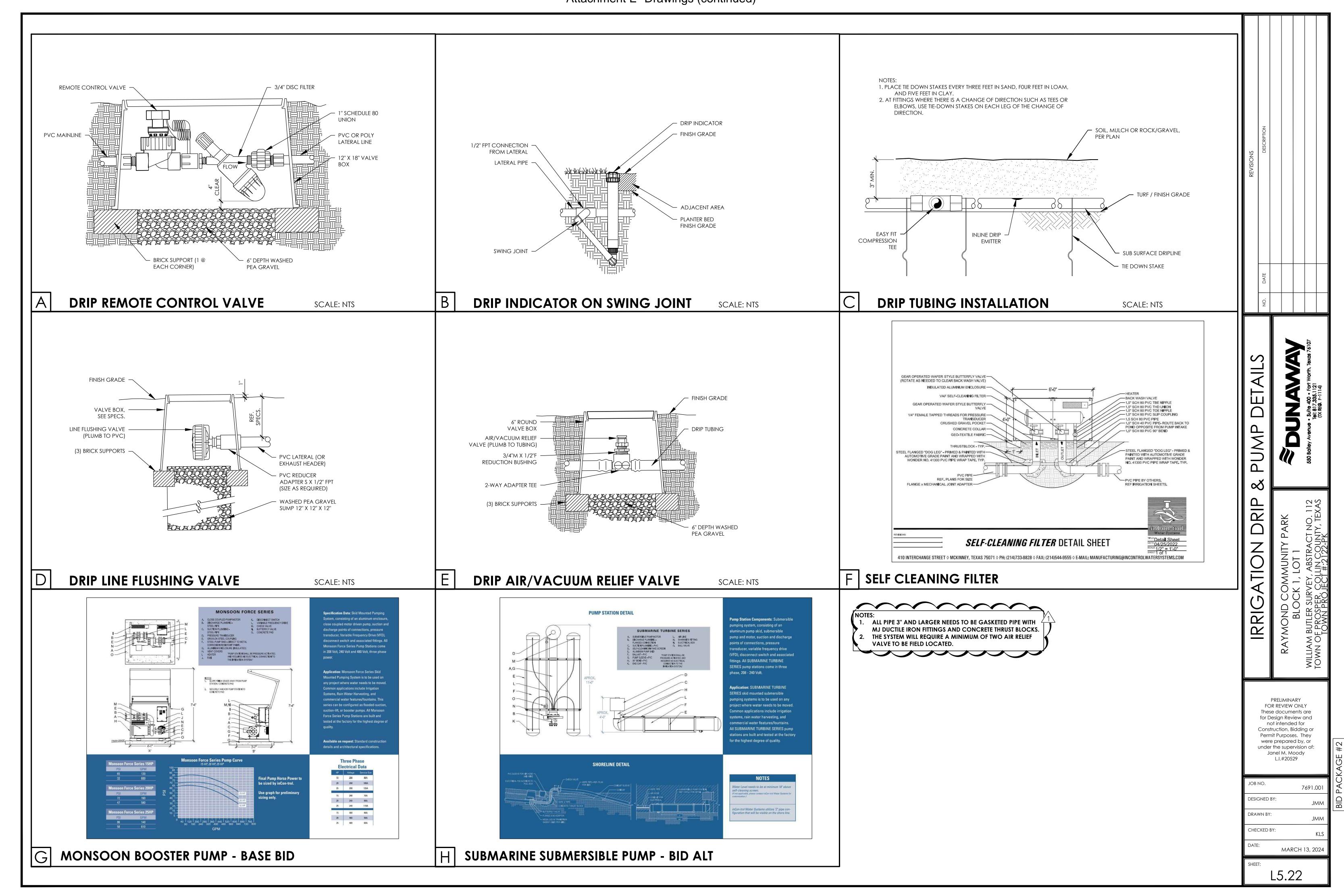
DESIGNED BY:

DRAWN BY:

CHECKED BY:

under the supervision of:





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IAME: 7691-Irrigation Plan.dwg TFD RY: Macy McGlamery

EXECUTE AND SOLITION550 Balley Avenue • Sulte 400 • Fort Worth, Texas (TX REG., F-1114)

ND COMMUNITY PARK
SLOCK 1, LOT 1
ER SURVEY, ABSTRACT NO. 112
SSPER, COLLIN COUNTY, TEXAS
N PROJECT #:2122-PK

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for Design Review and
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were prepared by, or
under the supervision of:
Janel M. Moody

JOB NO. 7691.001

DESIGNED BY: JMM

DRAWN BY: JMM

CHECKED BY: KLS

DATE: MARCH 13, 2024

L.I.#20529

SNAME: 7691-Irrigation Plan.dwg TTED BY: Macy McGlamery TTED ON: Thursdav, March 21, 2024

SECTION 00 3000

BID FORM

Raymond Community Park Prosper, Texas

Bid Of	
Address	-
Town/State/Zip	_
Date of Bid Opening	
Telephone #	
Fax #	
E-mail	

TO DEAN CONSTRUCTION

c/o THE TOWN OF PROSPER, TEXAS (Location of receipt of bids is for the convenience of Dean Construction and the Bidders only; this is not a Town of Prosper procurement process):

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and all other resources necessary to successfully complete the Work as defined in the Contract Documents for the Raymond Community Park Phase 2, in the Town Of Prosper, Texas, for the following prices, which prices are clearly and definitely understood, shall include, without limitation, all construction materials and equipment as set out in the basis of payment in these contractual documents and maintaining same as required by the detailed specifications.

Bidders may bid on one or more items on the same bid form.

Each bid item must be bid complete and without alterations.

Bidders must complete the Contractor Qualifications Section 00 4150 and return with the bid.

Bid Package	Unit	it Description and Price in Words	PRICE IN FIGURES *		
No.	Offic	Description and Frice in Words	Unit Price	Total	
NIT PRIC	E BID				
		Base Bid Items			
1	LS	Site Concrete Complete in place per plans, specs, and addenda Includes: 1. Excavation 2. Subgrade prep 3. Lime where indicated 4. Backfill from onsite stockpile 5. Trail/walkways 6. Plaza paving 7. Vehicular paving from parking to / through plaza 8. Concrete bleacher seating 9. H/C ramps/ detectable warning plates 10. Dugouts 11. Concrete steps 12. Retaining wall/foundations / waterproofing 13. Dugout walls/foundations 14. Mow strips 15. Fence/mow strips 16. Playground border 17. Footings for masonry columns 18. Drainage at retaining walls 19. Install embeds furnished by others 20. Saw/jointing per plans 21. Sealing 22. Backstop beams/walls 23. Bench pads 24. Paving under shade structures 25. Concrete flumes 26. Zap stand foundation All work to meet the Town of Prosper standards & specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of		\$	

	A 4			
2	LS	Complete in place per plans, specs, and addenda Includes 1. Excavation 2. Concrete footing 3. Limestone blocks 4. Stainless Steel Pins 5. Installation 6. Geotextile fabric 7. Drainage/gravel 8. Backfill from on-site material All work to meet the Town of Prosper standards & specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s s	\$
3	LS	Pickleball Courts only Complete in place per plans, specs, and addenda Includes: 1. Foundation design 2. Fine grade from ± .10' 3. Courts 4. Fence 5. Windscreens 6. Pickleball equipment 7. Striping/surfacing Lighting by others Subgrade prep by others All work to meet the Town of Prosper standards and specifications Clean up – dress up and backfill for the lump sum price of		\$

	Al	Aの計画は分配のmg-/ selleではWhitを提出 COI courts Complete in place per plans, specs, and addenda Includes: 1. Subgrade prep per geotechnical report to 1" PVR	ilinuea)	
4	LS	All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash	\$	\$
		for the lump sum price ofDollars and NO cents.		
		Work will be completed in calendar days from Notice to Proceed.		
		Foundations only for fabric shade structures at Tennis and Pickleball Courts Complete in place per plans, specs, and addenda Includes: 1. Foundations only 2. Anchor bolts Extra care should be used when using equipment on post-tension courts or drilling / sawing courts		
5	LS	All work to meet the Town of Prosper standards and specifications	\$	\$
		Clean up – dress up Dispose of spoils and trash for the lump sum price of		
		Dollars and NO cents.	ON	
		Work will be completed in calendar days from Notice to Proceed.		

6	Att	Complete in place per plans, specs, and addenda Includes: 1. Chain link fence/gates 2. Post footings 3. Dugouts 4. Foul poles 5. Fence Topper 6. Custom Print Windscreen 7. Windscreen 8. Ameristar Fencing Batting cage fencing by others Concrete mow strip and backstop beams (walls) by others Backstop nets/poles by others Dugout roofs by others All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash	stinued)	\$
		for the lump sum price of		
	41	Work will be completed in calendar days from Notice to Proceed.		
7	LS	Backstop nets Complete in place per plans, specs, and addenda Includes: 1. Engineering 2. Poles /foundations 3. Cabling 4. Hardware 5. Nets 6. Installation Bleacher Shade Poles By Others Backstop beams/walls by others All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
		Work will be completed in calendar days from Notice to Proceed.		

	A_		41	
	At	COMPlete in place per plans, specs, and addenda Includes: 1. Piers/pier caps or spread footings 2. Structural steel shelters 3. Metal roof 4. Installation 5. Paint	itinued)	
8	LS	All work to meet the Town of Prosper standards and specifications	\$	\$
		Clean up – dress up Dispose of spoils and trash for the lump sum price of		
		Dollars and NO cents. Work will be completed in calendar days from Notice to Proceed.		
		Dugout roof (metal roofing) Complete in place per plans, specs, and addenda Includes: 1. Steel framing		
	7	2. Metal roof 3. Paint Fence posts by others		7
9	LS	All work to meet the Town of Prosper standards and specifications	\$	\$
		Clean up – dress up Dispose of spoils and trash	UN	
		for the lump sum price of Dollars and NO cents.		
		Work will be completed in calendar days from Notice to Proceed.		

	A 1			
10	Ls	Complete in place per plans, specs, and addenda Includes: 1. Concrete footings 2. Anchor bolts 3. Structural steel 4. Sign Lettering 5. Metal Bands attached to fence with sign hardware 6. Ornamental gates 7. Paint All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s s	\$
11	LS	Coit Road Monument Sign Complete in place per plans, specs, and addenda Includes: 1. Foundation 2. Structural Steel 3. Sign Lettering 4. Stacked Quarry Blocks 5. Paint All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

	Α.		41 11	
12	LS	Complete in place per plans, specs, and addenda Include: Building pad excavation and prep (per geo tech) All electrical building service panels and transformers are to be furnished and installed by the site electrical contractor. All electrical components from the building panels are to be furnished and installed by the building electrical contractor. Connect to sewer, storm drainage, and water 10' from the building. All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s s	\$
		Dollars and NO cents. Work will be completed in calendar days from Notice to Proceed.		
13	LS	Aluminum Bleacher Seating Complete in place per plans, specs, and addenda Includes: 1. Bleacher seating at fields 2,3 & 4 2. Spectator seating 3. Portable Bleachers for field 1 All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
14	LS	Parking lot striping & signage Complete in place per plans, specs, and addenda Includes: pressure wash for lines, striping, H/C logo and stripes, wheel stops, fire lane striping, turn lane striping, Barricading, H/C signs, and poles. All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

	At	The Profession Corporation Corporation Corporation Corporation Complete in place per plans, specs, and addenda Include: 1. Excavation 2. Subgrade prep 3. Grade beams 4. Slab 5. Masonry 6. Bollards 7. Gates	itinued)	
15	LS	All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash	\$	\$
		for the lump sum price of		
	7	Complete in place per plans, specs, and addenda Include: 1. Subgrade prep / fine grade 2. Ballfield Clay 3. Infield Conditioner 4. Processing 5. Pitching rubbers 6. Home plates 7. Bases including inserts		
16	LS	All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of		\$
		Dollars and NO cents. Work will be completed in calendar days from Notice to Proceed.		

17	LS	Complete in place and operational per plans, specs, and addenda Include: 1. A complete and operational irrigation system 2. Backflow prevention 3. Booster Pump 4. Irrigation controllers 5. Sleeving 6. Trench backfill/compaction 7. Performance/payment bonds Irrigation tap and meter by others Electrical power to pump and controllers by others All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s s	\$
18	LS	From Notice to Proceed. Landscape Furnish and install all components per plans, specs, and addenda Include: 1. Trees 2. Shrubs 3. Ground cover 4. Bed Prep 5. Mulch 6. Planting soils 7. Brazos River Rock 8. Moss Boulder Edge 9. Weed barrier fabric 10. Landscape drains 11. Staking 12. Performance/payment bonds Artificial turf by others The installer shall maintain plants, trees, and shrubs until accepted by the owner All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

	_			
19	LS	Complete in place per plans, specs and addenda Includes: 1. Fine grade for the entire site 2. Backfill all work 3. Minor swale work 4. Repair erosion 5. Work as needed or as directed by the CMR for the duration of the job 6. One operator for forty hours per week for twelve months 7. Equipment as needed 8. Laborers as needed for hand work to maintain site grading All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s *	\$
20	LS	Turf establishment Furnish and install per plans, specs, and addenda Include: 1. Fine grade 2. Round up and prep all areas to receive turf 3. Sod 4. Hydromulch 5. Temporary grass as required for stabilization 6. Temporary irrigation Fertilize the turf at least two times, mow, and edge at least 8 times or until the owner accepts the site. All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

	<u> </u>	achmont E- Drawings (cor	Minuad)	
	/\(\tau	அல்நின்ent E- Drawings (cor Complete in place per plans, specs, and addenda	illiueu)	
		Includes:		
		1. Excavation		
		2. Subgrade prep		
		3. Filter fabric		
		 Equipment and installation Standard playground footings 		
		6. Compacted stone		
		7. Poured-in-place surfacing		
		8. Wood fibar surfacing		
		9. Artificial turf		
		 Drainage gravel Subsurface drainage to 10' outside 		
		playgrounds		
		12. Provide ASTM &/or CPSC, and IPEMA		
		compliance documentation for all surfacing		
		and play equipment.		
21	LS	Playground Border by others	\$	\$
21	LS		D	a
		The specifications note one playground manufacturer as the basis of design, and two		
		others as approved equals. Other firm(s) that can		
		meet the basis of design requirements are		
		encouraged to provide their bid(s) as part of this		
		solicitation process.		
		All work to meet the Town of Prosper standards		
		and specifications		
		Clean up – dress up		
		Dispose of spoils and trash		
		MCTDUCT		
		for the lump sum price of		
		Work will be completed in calendar days		
		from Notice to Proceed.		
		Playground Shade Structure Foundation Only Complete in place per plans, specs, and addenda		
		Include:		
		1. Piers/pier caps or spread footings		
		2. Anchor bolts		
		All work to meet the Town of Prosper standards		
		and specifications		
22	LS		\$	\$
~~		Clean up – dress up	*	*
		Dispose of spoils and trash		
		for the lump sum price of		
		Dollars and NO cents.		
		Work will be completed in calendar days		
		from Notice to Proceed.		

23	LS	Complete in place per plans, specs, and addenda Includes: 1. Subgrade Prep 2. Underground plumbing and electric including connection to building 3. Utility connection within 5' of the building 4. Furnish and install the CXT building All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s s	\$
24	LS	Handrails/guardrails/ornamental iron fence/Barrier rails Complete in place per plans, specs, and addenda Includes all handrails, guardrails, ornamental railing, embeds, sleeves, railing at h/c seats, ornamental guardrail, rail mounting brackets, paint, and installation. All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

		<u> </u>		
25	LS	Furnish and install per plans, specs, and addenda Includes: 1. Litter Receptacles 2. Picnic Tables 3. Limestone Block Benches including foundations 4. Removable bollards 5. Players benches 6. Batt Racks 7. Backstop wall padding Extra care should be used when using equipment on post-tension courts or drilling / sawing courts All work to meet the Town of Prosper standards	s s	\$
		and specifications Clean up – dress up Dispose of spoils and trash for the add alternate price of		
26	LS	Site Masonry Complete in place per plans, specs, and addenda Include: 1. Masonry Columns at Bleacher Shade Structures All work to meet the Town of Prosper standards and specifications Clean up – dress up	\$	\$
		for the lump sum price of Dollars and NO cents. Work will be completed in calendar days from Notice to Proceed.		Ť
		Construction Layout Complete in place per plans, specs, and addenda Include: 1. Hardscape layout 2. Utility Layout 3. Fence layout All work to meet the Town of Prosper standards and specifications Clean up – dress up		
27	LS	Dispose of spoils and trash for the lump sum price of	\$	\$
		Notice to Proceed.		

	At	Anternate Brawings scor	ntinued)	
Alt 2.1	LS	Concrete enhancements (stain/ special finish) Complete in place per plans, specs and addenda Includes: 1. Enhanced finishes on concrete installed by others 2. Decorative sawing All work to meet the Town of Prosper standards and specifications Clean up – dress up and backfill for the lump sum price of	\$	\$
Alt 2.2	LS	Concrete Trail Along First Street Complete in place per plans, specs and addenda Includes: 1. Excavation 2. Subgrade prep 3. Concrete trail 4. Backfill with onsite material All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
Alt 2.3	LS	CXT Building at Tennis / Pickleball Courts Complete in place per plans, specs, and addenda Includes: 1. Subgrade Prep 2. Underground plumbing and electric including connection to building 3. Utility connection within 5' of the building 4. Furnish and install the CXT building All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

	achmant E. Draumaniloor	Mtinuod)	<u> </u>
Alt 2.4 LS	Tennis / Pickleball Courts Complete in place per plans, specs, and addenda Includes: 1. Masonry stone veneer Foundation by others All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s s	\$
	Work will be completed in calendar days from		
Alt 2.5	Notice to Proceed Add 36" masonry stone veneer at CXT Building At Playground Area Complete in place per plans, specs, and addenda Includes: 1. Masonry stone veneer All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
Alt 2.6 LS	Tennis courts Complete in place per plans, specs, and addenda Includes: 1. Foundation design 2. Excavation 3. Courts 4. Fence 5. Windscreens 6. Tennis equipment 7. Striping/surfacing Lighting by others Subgrade prep by others All work to meet the Town of Prosper standards and specifications Clean up – dress up and backfill for the lump sum price of	\$	\$
	Notice to Proceed.		

Alt 2.7	Ls	Complete in place per plans, specs, and addenda Includes: 1. Subgrade prep per geotechnical report to 1" PVR Clean up – dress up Dispose of spoils and trash All work to meet the Town of Prosper standards and specifications for the lump sum price of	ntinued)	\$
		Dollars and NO cents. Work will be completed in calendar days from Notice to Proceed.		
Alt 2.8	LS	Fabric Shade Structures at Tennis and Pickleball Courts Complete in place per plans, specs, and addenda Includes: 1. Furnish and install four shade structures 2. Foundations 3. Anchor bolts Extra care should be used when using equipment on post-tension courts or drilling / sawing courts All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
Alt 2.9		Shade Structure At Playground Complete in place per plans, specs, and addenda Includes: 1. Classic Recreation 18' x 30' Cheyenne Model Shade Structure or approved equal 2. Installation 3. Masonry columns Foundation by others All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

Alt 2.10	Ls	Complete in place per plans, specs, and addenda Includes: 1. Foundation 2. Large Stone Slabs 3. Stacked Quarry Blocks 4. Lettering All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	ntinued)	\$
Alt 2.11	LS	Irrigation system using lake water Complete in place and operational per plans, specs, and addenda Include: 1. A complete and operational irrigation system using dirty water valves 2. Irrigation controllers 3. Sleeving 4. Trench backfill/compaction 5. Performance/payment bonds 6. Submersible pump system with lake level and well control system. Electrical power to pump and controllers by others All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
Alt 2.12	LS	Notice to Proceed. Water Well Complete in place per plans, specs, and addenda Includes: 1. A water well able to supply 190 GPM Electrical service to well by others All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

ALT 2.13	Ls	Complete in place per plans, specs, and addenda Includes: 1. Electrical to the water well a 200 amp / 480 volt service for a 60 HP motor. 2. Electrical to the submersible irrigation pump All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	ntinued)	\$
		Work will be completed in calendar days from Notice to Proceed.		
Alt 2.14	LS	Alternate Landscape as Indicated on Plans Furnish and install all components per plans, specs, and addenda Include: 1. Trees 2. Shrubs 3. Ground cover 4. Bed Prep 5. Mulch 6. Planting soils 7. Brazos River Rock 8. Moss Boulder Edge 9. Weed Barrier fabric 10. Landscape drains 11. Staking 12. Performance/payment bonds The installer shall maintain plants, trees, and shrubs until accepted by the owner All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of		\$

	A	· · · · · · · · · · · · · · · · · · ·		
Alt 2.15	LS	Complete in place per plans, specs, and addenda Includes: 1. Furnish and install Quarry Blocks 2. Furnish and install Trash Cans All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	s s	\$
Alt 2.16	LS	Pedestrian Concrete at Tennis Complete in place per plans, specs, and addenda Includes: 1. Excavation 2. Subgrade prep 3. Backfill form onsite stockpile 4. Concrete identified on page L1.21A All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
Alt 2.17	LS	Notice to Proceed. Site Furnishings at Tennis Complete in place per plans, specs, and addenda Includes: 1. Furnish and install benches 2. Identified on page L1.21A All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$

Alt 2.18	At t	Complete in place per plans, specs, and addenda Includes: 1. Paint on Concrete installed by others 2. Identified on page L1.21A All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	ntinued)	\$
Alt 2.19	LS	Batting Cage with Artificial Turf Complete in place per plans, specs, and addenda Includes: 1. Excavation 2. Subgrade prep 3. Concrete foundation 4. Artificial turf 5. Batting cage system per specs 6. Chain link fence All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
Alt 2.20	LS	Notice to Proceed.	\$	\$

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Alt 2.21	Ls	Complete in place per plans, specs, and addenda Includes: 1. Excavation 2. Subgrade prep 3. Backfill form onsite stockpile All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	ntinued)	\$
Alt 2.22	LS	Masonry at Playground Columns Complete in place per plans, specs, and addenda Includes: 1. Masonry columns at playground shade structure All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of Dollars and NO cents.	\$	\$
	70	Work will be completed in calendar days from Notice to Proceed. Zap Stand Electrical Complete in place per plans, specs, and addenda Includes: 1. Electrical to the Zap Stand	ON	
Alt 2.23	LS	All work to meet the Town of Prosper standards and specifications Clean up – dress up Dispose of spoils and trash for the lump sum price of	\$	\$
		Dollars and NO cents. Work will be completed in calendar days from Notice to Proceed.		

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/services upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on or to influence any person or persons to bid or not to bid thereon.

Name of Bidder:	
Address of Bidder:	
Telephone Number:	Fax:
E-mail address:	
By:	_(print name)
Title:	_Federal ID#/SSN#:
Signature:	
Acknowledgement of Addenda: #1#2	_ #3 #4 #5
State of	
County of	
Before me,	(insert the name and character of the officer),
on this day personally appeared	
	of identity card or other document) to be the
	ing instrument and acknowledged to me that they
executed the same for the purposes and consid	eration therein expressed.
Given under my hand and seal of office on this _	day of (month),
(year).	
(Personalized Seal)	
-	
Notary Public's Signature	

PROSPER, TEXAS CONTRACT DOCUMENTS AND SPECIFICATIONS CHAIN LINK FENCING & BACKSTOPS

SECTION 02830 - CHAIN LINK FENCING & BACKSTOPS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish and install chain link fence and gates.

1.2 SUBMITTALS

- A. Shop drawings on fencing and gates.
- B. Material certifications and product data.

1.3 QUALITY ASSURANCE

A. Fencing components shall conform to Chain Link Fence Manufacturer's Institute (CLFMI) Product Manual (Standard Guide for Metallic Coated Chain Link Fence and Fabric) and applicable ASTM standards.

PART 2 - PRODUCTS

2.1 FENCING

A. All metal components including line, terminal posts and corner posts, rails, steel and iron parts, and braces shall be powder coated black. Fence fabric shall be poly vinyl chloride coated utilizing the master bond by Master Halco Inc. or approved equal. The chain link fabric shall be ASTM F 668 Class 2B 9 Gauge Core fused and bonded, color Black. All accessories, hardware, and framework not otherwise indicated in the specifications shall be powder coated black.

2.2 PIPE

- A. Pipe shall conform to the requirements of ASTM F 1083 Specification for Pipe, Steel, Hot Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
- B. Pipe shall conform to following size and weight requirements and in accordance with ASTM F 1083 for Schedule 40 pipe.

Nominal Pipe	Outside	Wall	Weight
Size (NPS)	Diameter	Thickness	(lbs./ft)
	(inches)	(Inches)	
1-1/4	1.660	0.140	2.27
2	2.375	0.154	3.65
2-1/2	2.875	0.203	5.80
3-1/2	4.000	0.226	9.12
6	6.625	0.280	18.99

Note: The dimensionless designator NPS (minimal pipe size) has been substituted in this specification for such traditional terms as nominal diameter, size and minimal size.

C. Pipe shall be coated inside and outside by the hot-dip process, with the weight of the zinc coating not less than 1.8 oz/sf (of the surface being coated).

B007691.001 02830 - 1 Chain Link Fencing

PROSPER, TEXAS CONTRACT DOCUMENTS AND SPECIFICATIONS CHAIN LINK FENCING & BACKSTOPS

2.3 FABRIC

- A. All chain link fabric shall be No. 6 or 9 gauge as indicated on the drawings, 2-inch mesh, coated steel chain link wire which shall stand a minimum tensile strength of 90,000 psi based upon cross sectional area of wire. All fencing shall have knuckled selvage.
- B. Wire Coating: Galvanized coating shall be a minimum of 2 ounces per square foot of wire surface conforming to ASTM A392 Class 2, Hot Dip Process after weaving.
- C. Fabric Test: Submit a manufacturer's certified test result that zinc coating material is a minimum of 2 ounces per square foot of wire.

2.4 TOP RAIL

A. Fencing: 1.66 inch outside diameter galvanized pipe weight 2.27 pounds per foot, with outside sleeve type couplings at least 7 inches long, one coupling in every 5 to have spring to take up expansion and contraction of rail. Fabric tied to top rail every 24 inches with No. 9 gauge aluminum tie wires.

2.5 BOTTOM AND MIDDLE RAIL

- A. Bottom and middle rails shall conform to requirements for top rail.
- B. Fencing 8 ft. height

2.6 LINE POSTS

- A. All line posts shall conform to the following specifications and conditions as shown on the drawings.
- B. Fencing shall have Schedule 40 line posts of the sizes indicated on the drawings.
- C. Spacing of line posts shall not exceed 10 ft. on center.
- D. Posts shall be equipped with hot dipped malleable galvanized iron or pressed steel cap of manufacturer's design. All caps shall match fence color.
- E. Line posts to be equipped with No. 9 gauge aluminum wire ties on 14-inch centers.

2.7 TERMINAL POSTS

A. End, corner and pull posts shall be Schedule 40 galvanized pipe. End, corner and pull posts shall be the sizes indicated on the drawings. Posts to be equipped with 3/4-inch wide by 3/16-inch thick tension bar, #11 gauge by 1-inch wide tension bands and 3/8-inch diameter carriage bolts and nuts; bands on approximately 14-inch centers. Posts to be equipped with hot dip galvanized malleable cast iron or pressed steel cap of manufacturer's design. Color to match fence

2.8 BRACES

A. 3/8-inch galvanized rod trusses from line post back to the terminal post complete with truss tightener.

2.9 SWING GATE FRAME

A. Round tubular members, welded at all corners. Welded joints shall be coated in accordance with Practice ASTM A 780, employing a zinc-rich paint.

2.10 GATE FABRIC

A. Same type as used in fence construction.

B007691.001 02830 - 2 Chain Link Fencing

PROSPER, TEXAS CONTRACT DOCUMENTS AND SPECIFICATIONS CHAIN LINK FENCING & BACKSTOPS

B. Securely attach to frame at intervals not exceeding 15 inches.

2.11 GATE HINGES

- A. Structural, capable of supporting the gate leaf and allow the gate to open and close without binding. Coatings to match the fence post coating specification.
- B. Permit the gate to swing a full 180 degrees.

2.12 SINGLE GATE LATCH

A. Capable of retaining the gate in a closed position and include provision for a padlock. Coating to match the fence post coating specification.

2.13 CONCRETE POST FOOTINGS AND EDGING

A. All concrete used shall be 3,000 psi at 28 days using 5 sacks of cement per cubic yard of mix with a maximum of 7 gallons of water per sack. Concrete work shall conform to Section 03100.

2.14 TOLERANCE

A. Standard mill tolerance on all framework members and chain link fabric will apply.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install fence by skilled and experienced fence erectors and on lines and grades as shown on Drawings. All posts shall be set plumb, and as indicated on Drawings. Top rails shall run with finish grade with no discernable humps, valleys, or bends.

3.2 COORDINATION

A. Coordinate work as to location of posts and timing of post placement. Post footings shall be installed to allow for placement of concrete grade beams, mow strips, and other surfaces. Locate top of post footings 4 inches below finish grade in lawn areas.

3.3 WELDING

- A. All welds shall be flush and free of sharp edges, spurs, welding flux, etc., and shall conform to AWS "Code for Welding in Building Construction." All welds shall be coated with cold ZRC galvanizing compound.
- B. Gate frames shall be welded.

3.4 FENCE FRAMING INSTALLATION

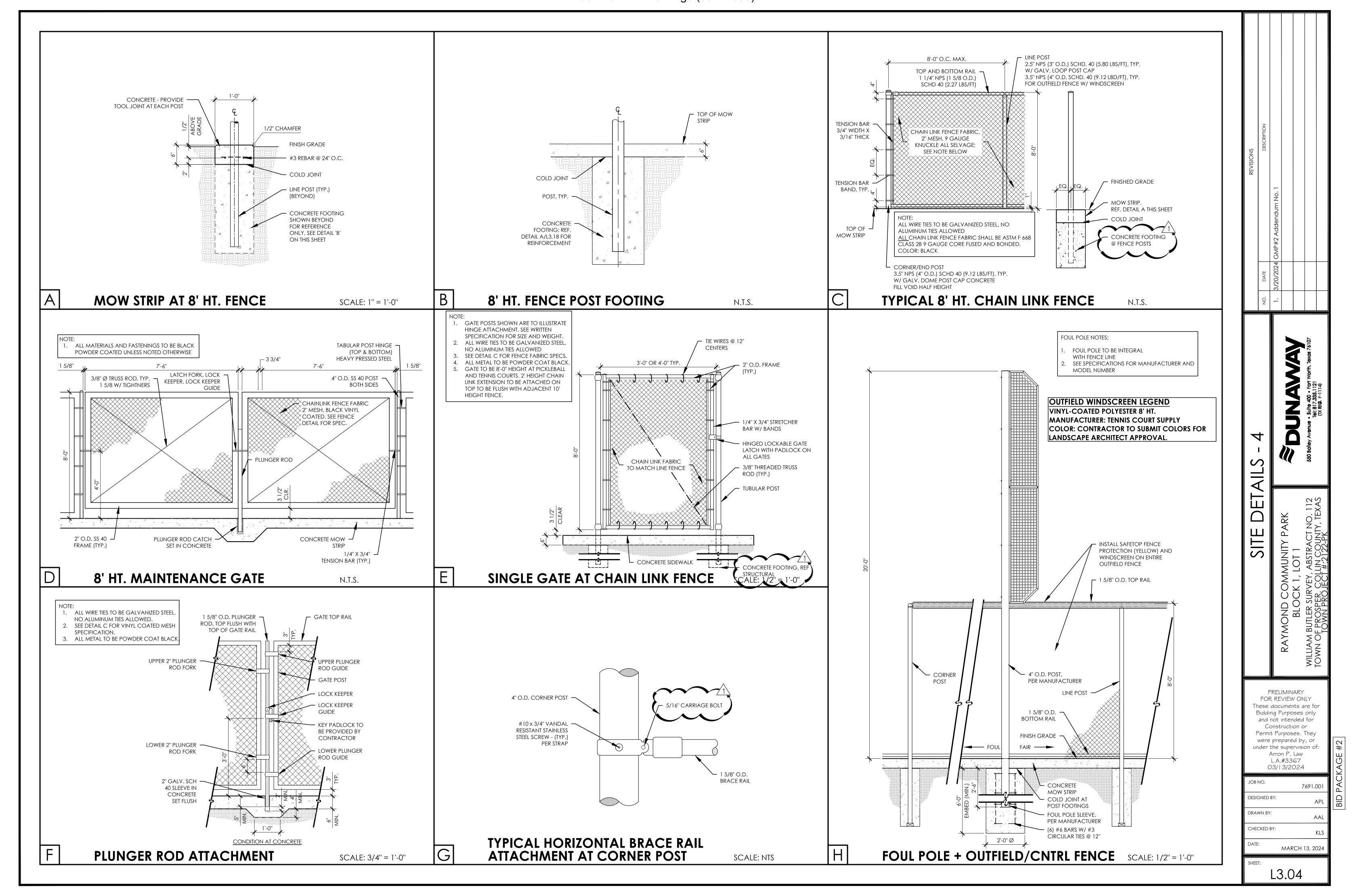
- A. Install chain link fence is accordance with ASTM F 567 and manufacturer's instructions.
- B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30 degrees or more.
- C. Tension Wire: Provide tension wire at bottom of fabric (where bottom rail is not provided). Install tension wire before stretching fabric and attach to each post with ties. Secure tension wire to fabric with 12-1/2 gauge hog rings 24" o.c.
- D. Fasteners: Install nuts on side of fence opposite fabric side for added security.

3.5 FABRIC ORIENTATION

A. Place fabric on inside of Ballfields and Sports Complex.

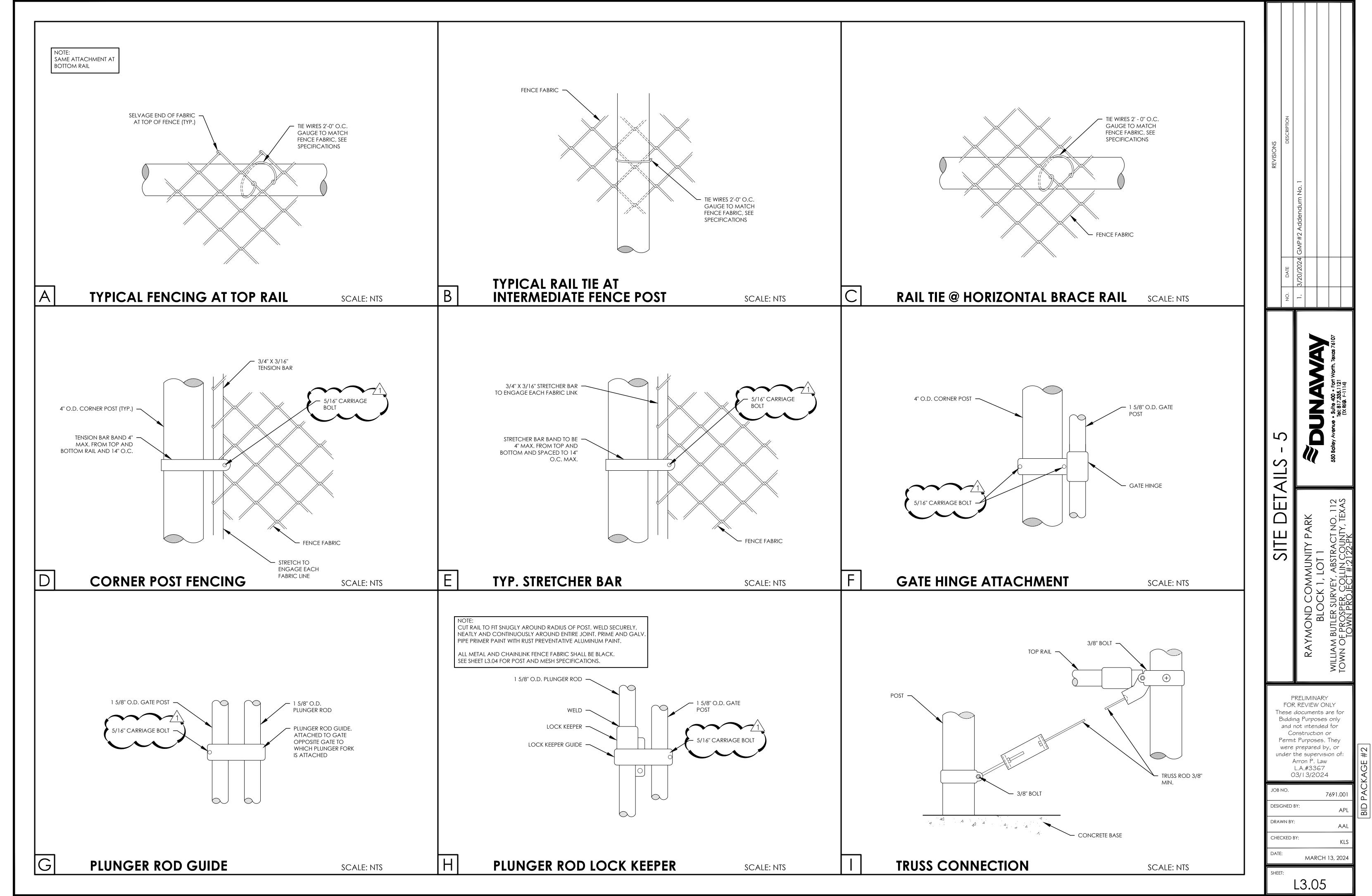
END OF SECTION

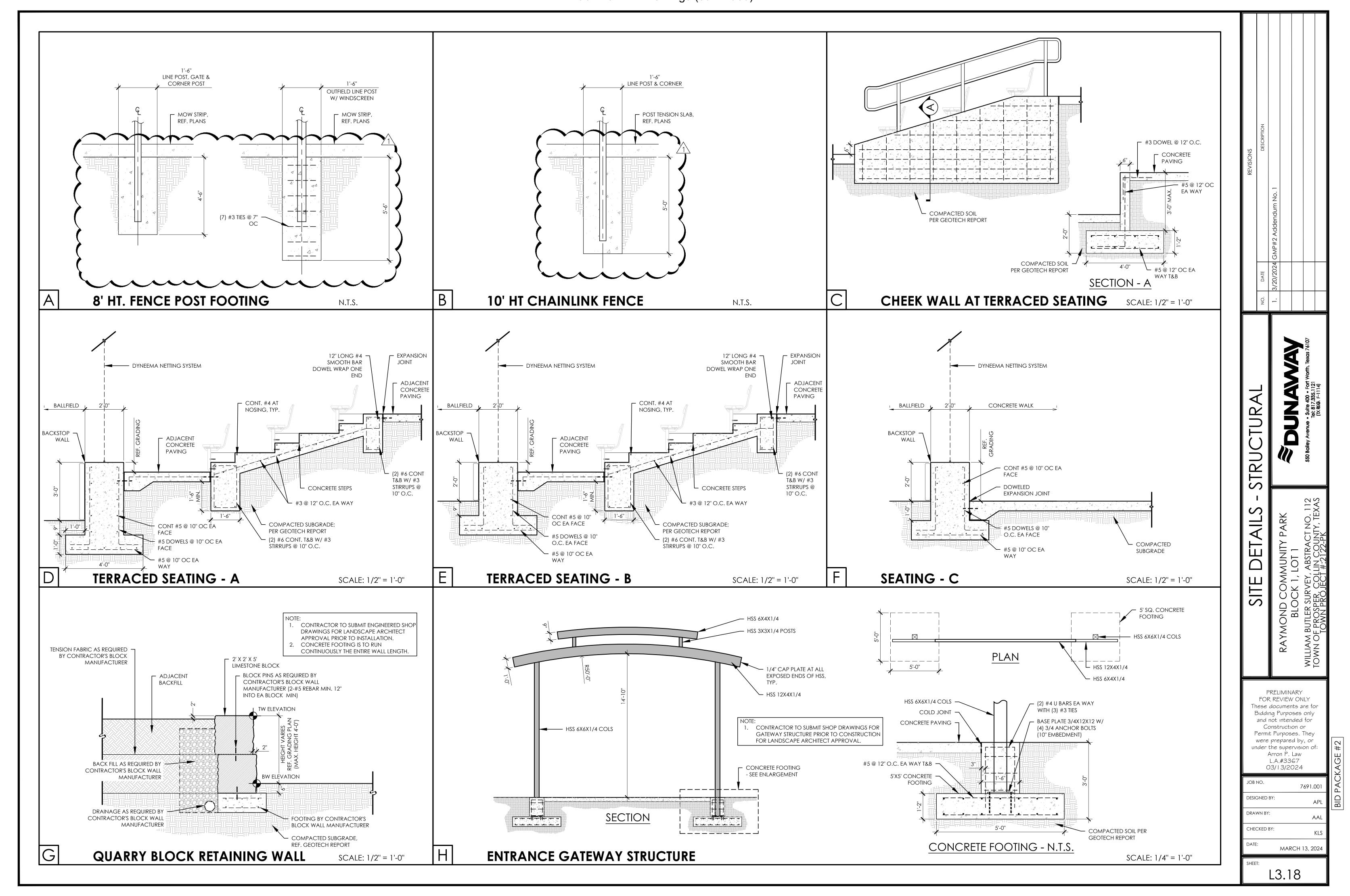
B007691.001 02830 - 3 Chain Link Fencing



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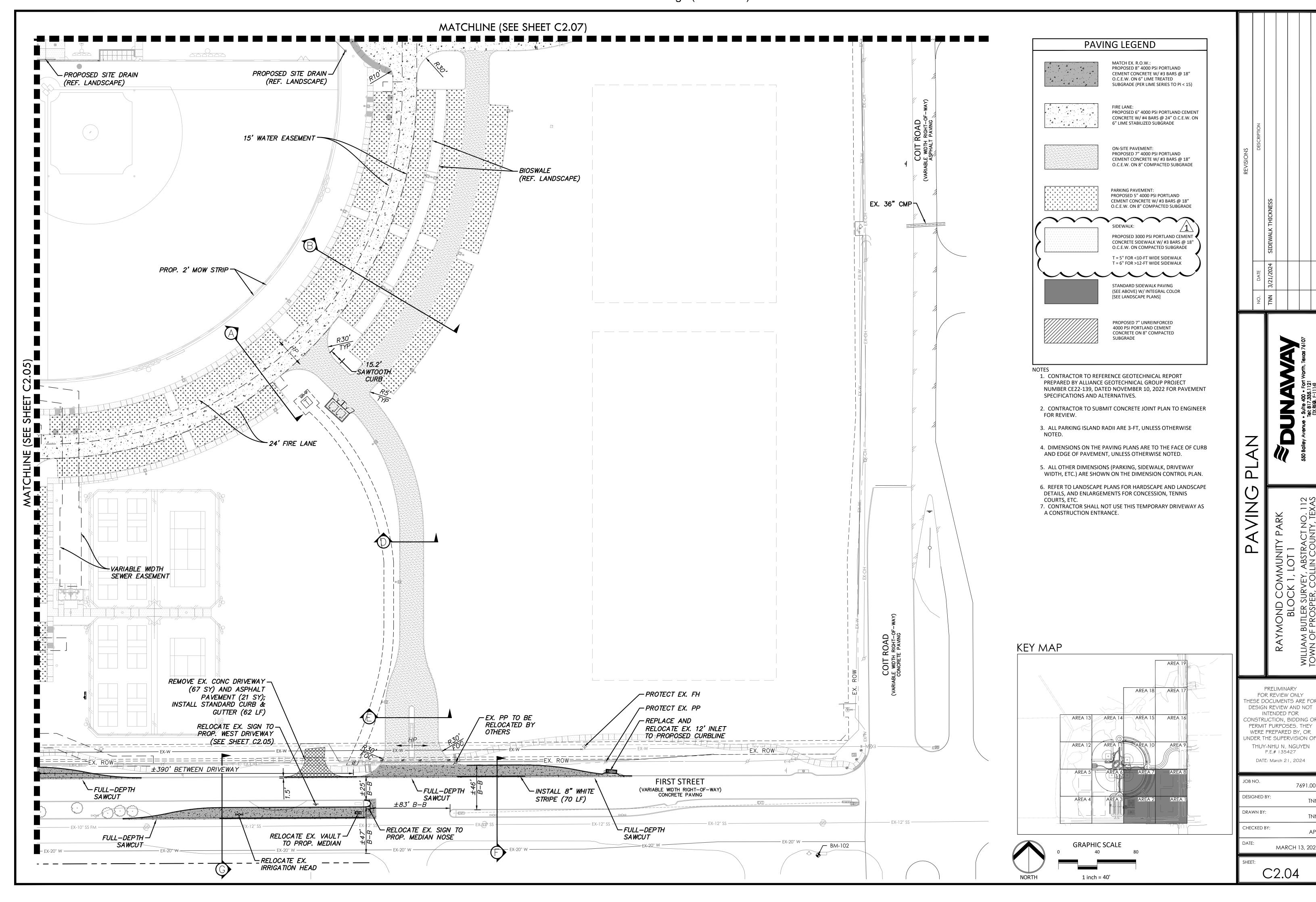
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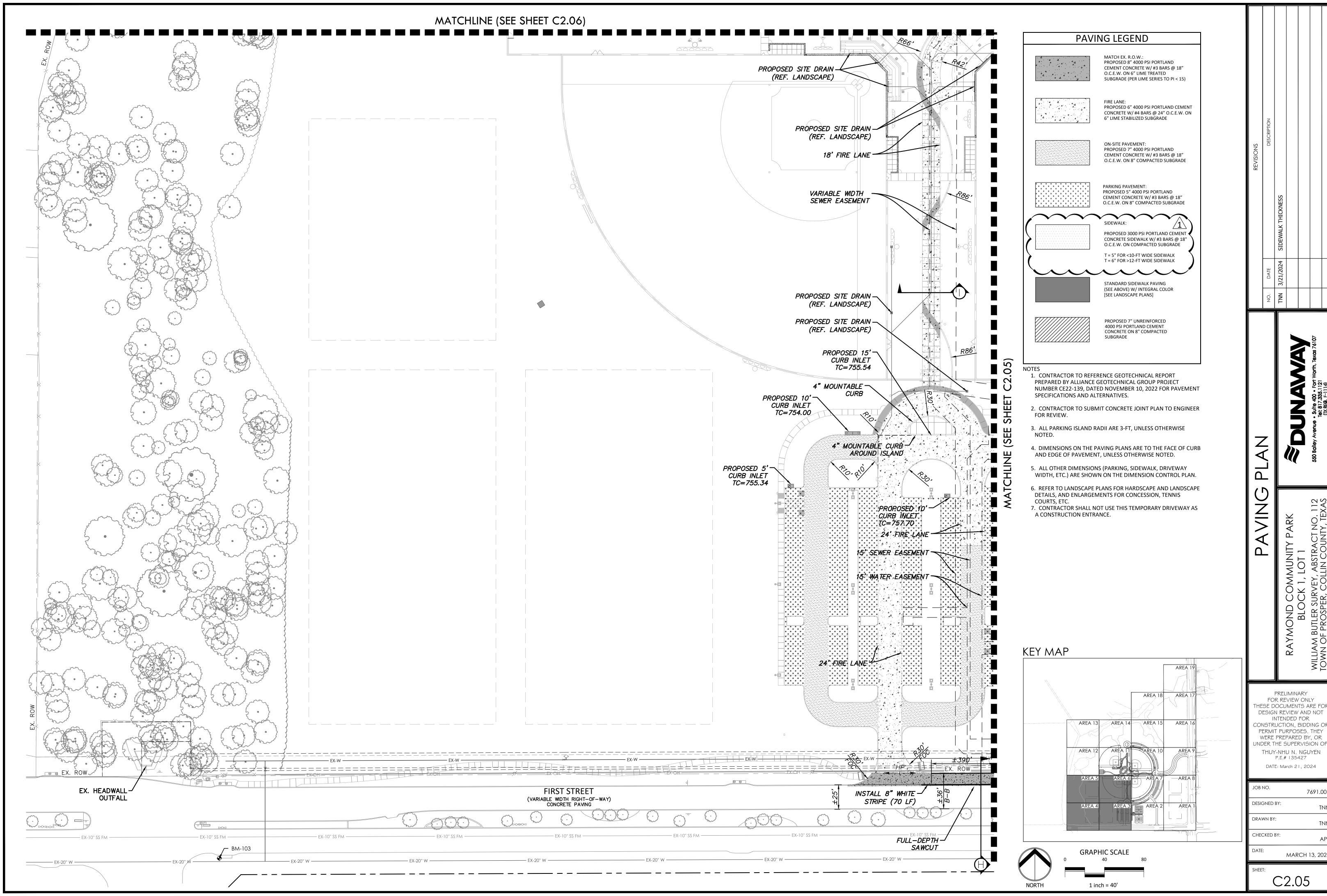


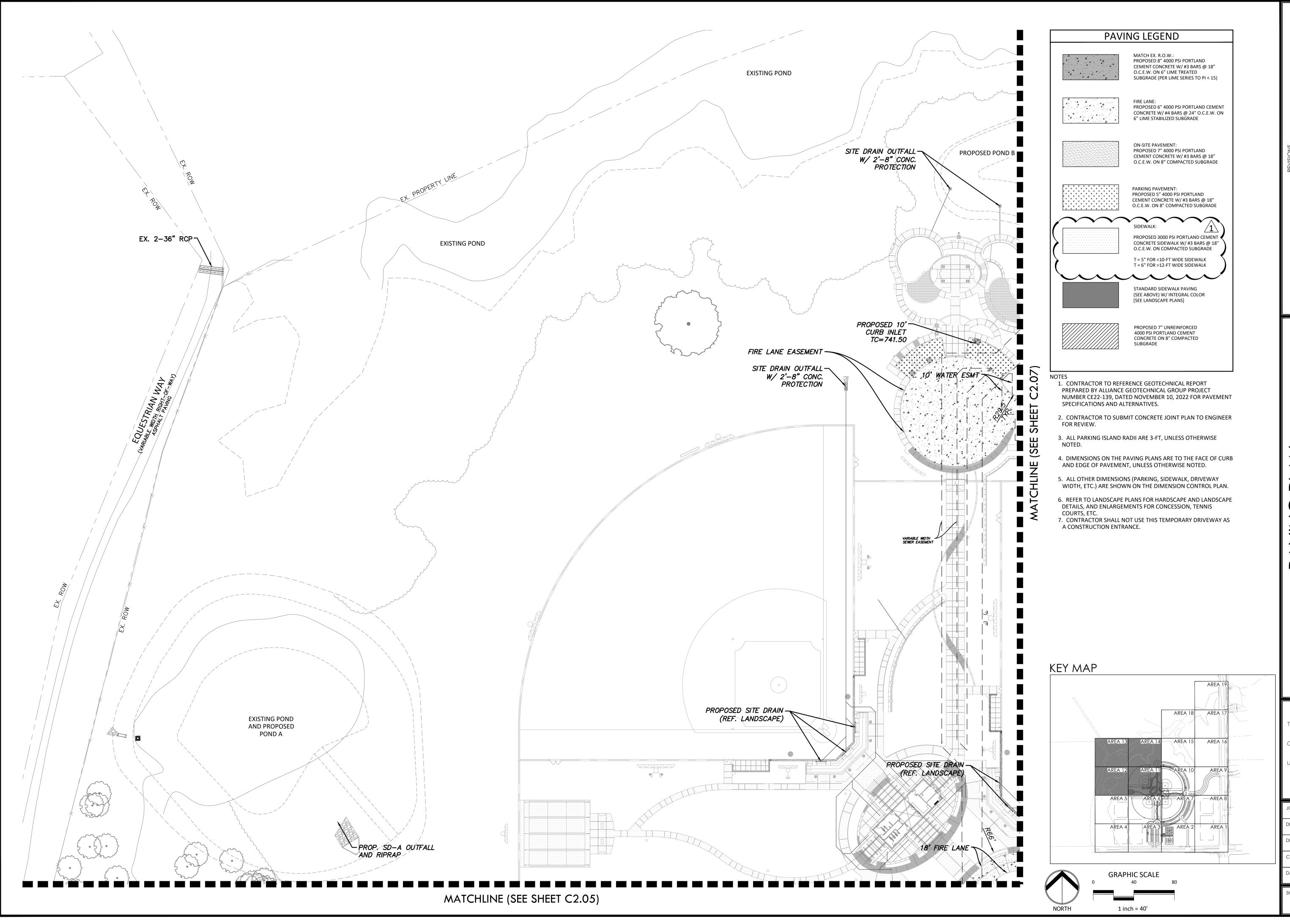
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7691.001





TINN 3/21/2024 SIDEWALK THICKNESS

TOWN 3/21/2024 SIDEWALK THICKNESS

550 Bailey Avenue · Suite 400 · Fort Worth, Text

RAYMOND COMMUNIIY PARK BLOCK 1, LOT 1 WILIAM BUTLER SURVEY, ABSTRACT NO. TOWN OF PROSPER, COLLIN COUNTY, TE

PRELIMINARY
FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR
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JINDER THE SUPERVISION OF:
THUY-NHU N. NGUYEN
P.E.# 135427

DATE: March 21, 2024

JOB NO. 7691.001

DESIGNED BY: TNN

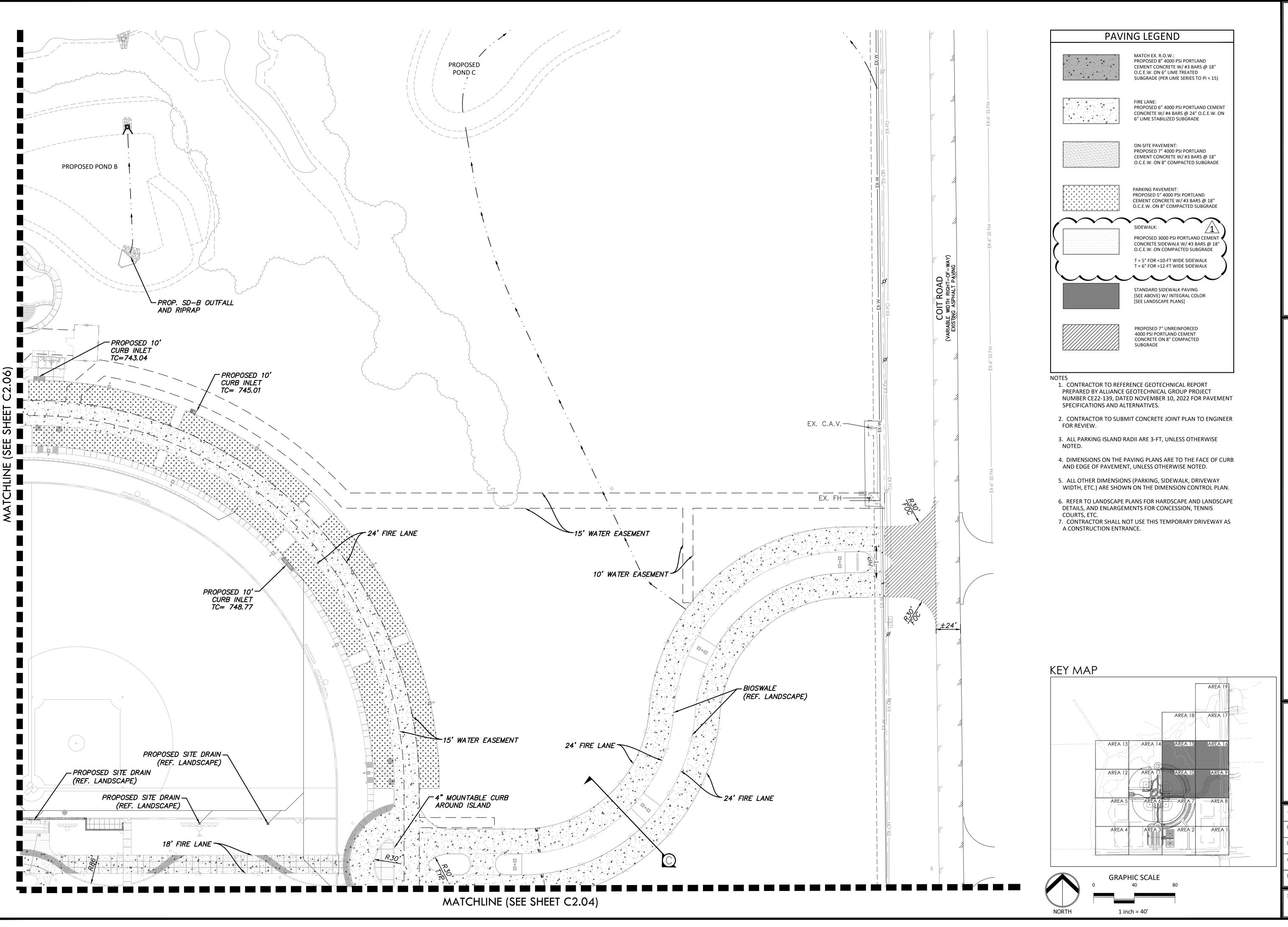
DRAWN BY: TNN

CHECKED BY: APL

DATE: MARCH 13, 2024

SHEET:

NAME: PAV-PLAN.dwg TTED BY: Thuy-Nhu Nguyen TTED ON: Thursdav. March 21, 2



PRELIMINARY FOR REVIEW ONLY DESIGN REVIEW AND NOT PERMIT PURPOSES. THEY WERE PREPARED BY, OR THUY-NHU N. NGUYEN P.E.# 135427 DATE: March 21, 2024

JOB NO. 7691.001 DESIGNED BY: DRAWN BY: CHECKED BY: MARCH 13, 202